

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 04-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. 1300239100	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

Naval Sea Systems Command (NAVSEA)  
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE  
 WASHINGTON NAVY YARD DC 20376-2040  
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DCMA Manassas  
 10500 BATTLEVIEW PARKWAY, SUITE 200  
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tech Marine Business 100 M Street, SE Suite 400 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-04-D-4138-EH01
	10B. DATED (SEE ITEM 13) 01-Dec-2008
CAGE CODE 1SCQ8	FACILITY CODE

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.

(*)	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 type="checkbox"/>	
<input 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:
[X]	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

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

SEE PAGE 2

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

NSN 7540-01-152-8070  
 PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification 08 to Task Order N00178-04-D-4138 EH01 is to:

- 1) Under Section B, Exercise Option CLIN 4003 and 6003, and establish and incrementally fund SLINs 4003 01 and 6003 01
- 2) Update Section G, Accounting Data, for SLINs 4003 01 and 6003 01
- 3) Update Section H, Special Contract Requirements, NAVSEA 5252.232-9104, Allotment of Funds (May 1993)

Accordingly, the Task Order is hereby modified as follows:

- 1) Under Section B, Exercise Option CLIN 4003 and 6003, and establish and incrementally fund SLINs 4003 01 and 6003 01 as follows:

Item	DESCRIPTION
4003 01	Program Management and Engineering Support Services CEC Program
6003 01	Other Direct Costs (ODC) for Acquisition Management Support Services

<u>SLIN</u>	<u>4003 01</u>	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
<b>Funding</b>	From	\$0	\$0	\$0
	By	\$334,242	\$10,190	\$344,432
	To	\$334,242	\$10,190	\$344,432

<u>SLIN</u>	<u>6003 01</u>	<u>Est. Cost</u>
<b>Funding</b>	From	\$0
	By	\$5,000
	To	\$5,000

- 2) Update Section G, Accounting Data, for SLINs 4003 01 and 6003 01 as follows

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400301                      344432.00  
 LLA :  
 GA 1711810 A2UC 251 WS060 0 050120 2D 000000 A00000977061

600301                      5000.00  
 LLA :  
 GB 1711810 A2UC 252 WS060 0 050120 2D 000000 A00000977061

MOD 08 Funding 349432.00  
 Cumulative Funding 1657658.00

3) Under Section H, Special Contract Requirements, NAVSEA 5252.232-9104, Allotment of Funds (May 1993), paragraph (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 SLINs 4003 01 and 6003 01 are subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4003 01	\$334,242	\$10,190	12/01/2011 – 11/30/2012
6003 01	\$5,000	N/A	12/01/2011 – 11/30/2012

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,590,698.00 by \$349,432.00 to \$2,940,130.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400301	OPN	0.00	344,432.00	344,432.00
600301	OPN	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$2,590,698.00 by \$915,584.00 to \$3,506,282.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4003	0.00	910,584.00	910,584.00
6003	0.00	5,000.00	5,000.00

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Aquisition Management Support Services (TBD)	0.0	LH	\$808,646.00	\$24,654.00	\$833,300.00
100101	ACRN AE; Base year RDT&E (TBD)					
100102	ACRN AC; Base year OPN (TBD)					
100103	OTH NAV Program (OPN)					
100104	CEC Program (O&MN,N)					
100105	SACC-A Program (O&MN,N)					
100106	CNI Program (O&MN,N)					
100107	CNI Program (OPN)					
100108	OTH NAV Program (OPN)					
100109	OTH NAV Program (OPN)					
1002	Surge Requirement (TBD) Option	0.0	LH	\$83,517.00	\$4,176.00	\$87,693.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	Other Direct Costs (ODC) for Aquisition Management Support Services (TBD)	1.0	LO	\$5,000.00
300101	ACRN AD; RDT&E BASE YEAR (TBD)			
300102	ACRN AB; OPN BASE YEAR (TBD)			

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300103 OTH NAV Program  
(OPN)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4001	Aquisition Management Support Services (TBD)	1.0	LH	\$832,928.00	\$25,394.00	\$858,322.00
400101	Program Management and Engineering Support Services CEC Program (O&MN,R)					
400102	Program Management and Engineering Support Services CEC Program (OPN)					
400103	Program Management and Engineering Support Services CEC Program (SCN)					
400104	Program Management and Engineering Support Services CEC Program (SCN)					
400105	Program Management and Engineering Support Services CEC Program (SCN)					
400106	Program Management and Engineering Support Services CEC Program (SCN)					
400107	Program Management and Engineering Support Services for DDG1002 Production CEC Program (SCN)					
400108	Program Management and Engineering Support Services CEC Program (SCN)					

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400109 Program  
Management and  
Engineering  
Support Services  
NAVIGATION  
Program (SCN)

400110 Program  
Management and  
Engineering  
Support Services  
NAVIGATION  
Program (SCN)

400111 Program  
Management and  
Engineering  
Support Services  
NAVIGATION  
Program (SCN)

400112 Program  
Management and  
Engineering  
Support Services,  
FMS AT-LCQ,  
LOA  
PAT044/9278/S992  
CEC Program  
(FMS Case #AT-P-L  
CQ)

4002	Aquisition Management Support Services (TBD)	0.0 LH	\$857,920.00	\$26,156.00	\$884,076.00
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400201 Program  
Management and  
Engineering  
Support Services  
- CEC Program  
(O&MN,N)

400202 Program  
Management and  
Engineering  
Support Services  
- NAV Program  
(SCN)

400203 Program  
Management and  
Engineering  
Support Services  
- NAV Program  
(AIGW) (OPN)

400204 Program  
Management and  
Engineering  
Support Services  
- NAV Program

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(UC830) (OPN)

400205 Program  
Management and  
Engineering  
Support Services  
- NAV Program  
(15BUO) (O&MN,N)

400206 Program  
Management and  
Engineering  
Support Services  
- MIPS Program  
(O&MN,N)

400207 Program  
Management and  
Engineering  
Support Services  
- JLENS Program  
(OPN)

4003	Program Management and Engineering Support Services (TBD)	0.0	LH	\$883,644.00	\$26,940.00	\$910,584.00
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400301 Program  
Management and  
Engineering  
Support Services  
CEC Program  
(OPN)

4004	Aquisition Management Support Services (TBD) Option	0.0	LH	\$910,139.00	\$27,748.00	\$937,887.00
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4005	Surge Requirements (TBD) Option	0.0	LH	\$86,026.00	\$4,301.00	\$90,327.00
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4006	Surge Requirements (TBD) Option	0.0	LH	\$88,611.00	\$4,431.00	\$93,042.00
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4007	Surge Requirements (TBD) Option	0.0	LH	\$91,269.00	\$4,563.00	\$95,832.00
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4008	Surge Requirements (TBD) Option	0.0	LH	\$94,001.00	\$4,700.00	\$98,701.00
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For ODC Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost
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6001	Other Direct Costs (ODC) for Aquisition Management Support Services (TBD)	1.0	LO	\$5,000.00
600101	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (O&MN,R)			
600102	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (OPN)			
600103	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (SCN)			
600104	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (SCN)			
600105	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (SCN)			
600106	Other Direct Costs (ODC) for Acquisition Management Support Services CEC Program (SCN)			
600107	Other Direct Costs (ODC) for Acquisition Management			

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Support  
Services for  
DDG1002  
Production  
CEC Program (SCN)

600108 Other Direct  
Costs (ODC) for  
Acquisition  
Management  
Support  
Services  
CEC Program (SCN)

6002 Other Direct 1.0 LO \$5,000.00  
Costs (ODC) for  
Acquisition  
Management  
Support Services  
(TBD)

600201 Other Direct  
Costs (ODC) for  
Acquisition  
Management  
Support  
Services  
CEC Program  
(O&MN,N)

6003 Other Direct 1.0 LO \$5,000.00  
Costs (ODC) for  
Acquisition  
Management  
Support Services  
(TBD)

600301 Other Direct  
Costs (ODC) for  
Acquisition  
Management  
Support  
Services  
CEC Program  
(OPN)

6004 Other Direct 1.0 LO \$5,000.00  
Costs (ODC) for  
Acquisition  
Management  
Support Services  
(TBD)  
Option

NOTE A - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B - The Government reserves the right to create Subcontract Line Items (SLINs) for the purposes of administering its appropriations. Creation of SLINs shall not increase the estimated cost or Level of Effort of a CLIN.

NOTE C - Cost Reimbursable Line Items 1001, 3001 and if Options are exercised Items 1002, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 6001, 6002, 6003, and 6004, respectively for materials, equipment, other direct costs and travel, subsistence and car rental

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required for performance under any contract resulting from this solicitation. The costs incurred under these items shall be those incurred which are specifically required to perform the corresponding services and/or provide the required deliverables, but only to the extent that these costs are customarily accountable under and provided for on a direct cost basis consistent with FAR 31.205 and on an indirect basis in accordance with the contractor's approved accounting system. No fee shall be applied against costs incurred under these Line Items. The maximum cost to the Government for each CLIN is shown under Section B

NOTE D: This estimated Other Direct Costs is for the total contract, base year and options are as follows:

CLIN 3001 \$5000  
CLIN 6001 \$5000  
CLIN 6002 \$5000  
CLIN 6003 \$5000  
CLIN 6004 \$5000

**NOTE E: LEVEL OF EFFORT**

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Labor hours incurred by subcontractors shall be recorded by Level of Effort and not as ODCs.

**Proposed labor hours will be incorporated in Section B pricing structure as well as the Level of Effort clause found in Section H upon Task Order award. The Government estimate is approximately 5 man-years. The Government estimate is based on the total anticipated level of effort for all Task areas combined.**

**CLAUSES INCORPORATED IN FULL TEXT**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

“PAYMENT OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (.) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.”

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – DESCRIPTIONS AND SPECIFICATIONS

#### STATEMENT OF WORK

PROFESSIONAL SUPPORT SERVICES (PSS) FOR  
THE COMMAND AND CONTROL DIRECTORATE (PEO IWS 6.0)  
ACQUISITION STRATEGY DIRECTOR (PEO IWS6ACQ)

#### 1.0 Background

The Command and Control Directorate (PEO IWS 6.0) (Attachment A, Figure 1) functionally resides in the Program Executive Office for Integrated Warfare Systems (PEO IWS) (Attachment A, Figure 2). PEO IWS 6.0 Mission and Vision is to “design, procure and support superior quality navigation, track management and display solutions that provide a single integrated picture to enable the warfighter’s mission; and ensure superior joint battlespace awareness capability to the warfighter.” PEO IWS 6.0’s program portfolio spans DoD Acquisition Categories and is comprised of Displays and Processing systems, Navigation systems and systems for Track Management. Descriptions of these systems are provided in Section 2.0. These systems are installed on myriad platforms, including both domestic and international.

#### 2.0 Objective

The objective of this task is to provide coordinated professional support services for PEO IWS 6.0 Acquisition Strategy. PEO IWS 6.0 requires a wide range of support including personnel, equipment and material to fulfill the requirements of this statement of work. These services and materials are necessary to support PEO IWS 6.0’s three product lines:

##### 1) Displays and Processing:

- The Common Display System (CDS) is a family of display consoles and remote displays which will support the Navy’s planned implementation of Open Architecture (OA) for Navy combat systems. CDS is designed around Commercial Off-the-Shelf (COTS) hardware and software, conforms to Open Architecture Computing Environment (OACE) Technologies and Standards, and incorporates Human Systems Integration (HSI) design principles.

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- The Common Processing System (CPS) is a Commercial Off-the-Shelf (COTS) computer processing, data storage, and network interface system that supports the Navy's planned implementation of an Open Architecture (OA) Way Ahead for Navy combat systems.

- The AN/UYQ-70(V) Advanced Display System is a family of combat and Command, Control, Communication, Computers and Intelligence (C4I) display, workstation, processor and network systems used in Mission Critical/Essential Systems on Naval aircraft, ships and submarines. The AN/UYQ-70(V) program uses Non-Developmental Items (NDIs) and Commercial Off-the-Shelf (COTS) products to meet the requirements of each host combat and C4I system.

## 2) Navigation:

- The AN/WSN-7/7A Ring Laser Gyro Navigator (RLGN) is a 14-day Inertial Navigator that provides ship position, attitude (roll, pitch, and heading), and velocity data to ship navigation and combat systems.

- The AN/WSN-7B Ring Laser Gyrocompass (RLG) is used to determine ship's attitude data and provides it to ship navigation and combat systems. It has the additional capability to act as a 24hr Inertial Navigator providing velocity and positioning data.

- Speed Logs determine a ship's speed through the water.

- The Electronic Chart Display and Information System – Navy (ECDIS-N) is a paperless navigation system. ECDIS-N uses Voyage Management System software with Digital Nautical Charts produced by the National Geospatial-Intelligence Agency to replace traditional paper charts.

## 3) Track Management:

- The Cooperative Engagement Capability (CEC) system significantly improves Battle Force Anti-Air Warfare (AAW) capability by coordinating all Battle Force AAW sensors into a single, real-time, composite track picture capable of fire control quality. CEC distributes sensor data from each ship and aircraft, or cooperating unit (CU), to all other CUs in the battle force through a real-time, line of sight, high data rate sensor and engagement data distribution network.

- The USMC Composite Track Network (CTN) is a land mobile version of the Navy CEC system. CTN will provide Marine Air/Ground Task Force Commanders with a sensor netting capability that defends friendly forces against hostile aircraft and cruise missiles. CTN components will be housed in a standard 788 lightweight, multipurpose shelter (LMS) on an M10972-A Heavy HMMWV.

- The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) is a U.S. Army airborne sensor system, providing an over-the-horizon land attack cruise missile defense. JLENS enhances cruise missile detection and provides extended engagement ranges supporting engagement concepts for current and future air defense weapon systems. JLENS employs the CEC Signal Data Processor (SDP), uses CEC baseline software, and will be completely interoperable with other CEC assets.

- Common Network Interface (CNI) uses Commercial-Off-the-Shelf (COTS) hardware and common interoperable software compliant with the Navy's OA standards to integrate the data from ship's sensors, external links, and

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FORCENet sources into an operational picture for LHA and LHD class ships.

- The Maritime Integrated Air and Missile Defense Planning System (MIPS) [*formerly Area Air Defense Commander Capability System (AADCCS)*] is an Anti-Air Warfare (AAW) and Ballistic Missile Defense (BMD) Planning system that provides dynamic current and long range planning, branch and sequel development, contingency planning and aids in analysis of mission success at the Operational Level. MIPS provides continuous visualization of the battlespace through super-positioning planned data, off-the-air live LINK data, and space track data from Tactical Related Applications (TRAP), Tactical Receive Equipment (TRE), and Tactical Equipment System (TES).

- PAC-TCN provides Situational Awareness of the Battlespace by developing a composite track picture derived from local and remote radar sensors, correlating composite tracks with tracks received from the Advanced Combat Direction System (ACDS) and the Global Command and Control System (GCCS), and exchanging overlays with GCCS. PAC-TCN is installed onboard USS ESSEX (LHD-2) & USS HARPERS FERRY (LSD-49).

- The Supporting Arms Coordination Center (SACC) is the ship's top level fire support coordination center from which all weapon fires delivered into the ground commander's zone of action are approved and coordinated. SACC-A automates the SACC aboard LHDs and LHAs permitting the Navy to meet Joint and USMC Operational Requirements for responsiveness and interoperability with automated fire support C2 systems.

- Single Integrated Air Picture (SIAP) provides the warfighter the ability to better understand the battlespace and employ weapons to their designed capabilities. The SIAP will support the spectrum of offensive and defensive operations by U. S., allied, and coalition partners in the airspace within a theater of operations (e.g. Attack Operations, Suppression of Enemy Air Defenses, Air and Missile Defense, Intelligence Preparation of the Battlefield). The SIAP is accomplished through a combination of materiel and non-materiel improvements.

### 3.0 Scope

This statement of work describes the effort required of the Awardee of this Task Order to support the Command and Control Directorate. The Contractor shall provide the personnel and management tools necessary to provide acquisition support services to assist the PEO IWS 6.0 Acquisition Strategy Director and the Business and Financial Management Center of Excellence as depicted in Attachment 2, Figure 1. This task is estimated to require 5 full time equivalent personnel for each twelve month period.

### 4.0 General Post Award Expectations

The Performance Standards and Assessment Plan described below provide general post award performance expectations for services to be performed under this task order.

#### 4.1 Performance Standards

The contract execution performance standards determined as satisfactory performance in support of PEO IWS 6.0 tasking include:

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a. Routine/daily communications at each contract performance level between the contractor and customers and between prime and sub-contract managers.

b. The Contractor's data deliverables shall be consistent with needs of the PEO IWS 6.0 Mission as identified in this solicitation. The Contractor shall thoroughly review data deliverables for accuracy, and quality before delivery to the task customer. The Contractor shall ensure that all data deliverables are factually accurate, complete, reflect high-quality, and are delivered on time.

c. All data/deliverables produced under this task shall become the property of the Government..

d. Support services shall be measured through written and oral customer feedback and shall be reported annually in the DoD Past Performance Information Retrieval and/or Contractor Performance Assessment Reporting Systems. The Task Order Manager will schedule Contract Program Reviews at least semi-annually.

e. The Contractor shall provide services that reflect innovative, technological and management techniques employed to increase efficiencies and control cost.

#### 4.2 Performance Assessment Plan

The following Performance Assessment Plan will serve as a basis for assessing Contractor performance:

Contractor's monthly report, including sub-contractors' reports of accomplishments, will be used by the Task Order Manager (TOM) to assess and communicate progress to the IWS 6.0 branch. A customer performance assessment report will be completed by the TOM upon receipt of the contractor's monthly report. This report will ensure 360 degree communication and feedback on customer satisfaction and feedback to the contractor regarding prime and subcontract performance for that reporting period.

#### 5.0 General Requirements

a. The Contractor shall provide an adaptable, flexible team structure suited to accomplish both planned and emergent acquisition support tasks. The contractor shall ensure that its team structure maximizes productivity, efficiency, and accountability within the estimates provided by the Government. The Contractor shall support the acquisition management functional areas as stated in paragraph 6.0 below providing high quality, timely and well-integrated services and demonstrating the most effective utilization of personnel through employment of the optimal skill mix.

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b. All Task Order personnel supporting this Task Order shall possess a minimum clearance level SECRET at time of proposal submittal.

c. Contractor facilities shall be within the Washington Metropolitan Area, preferably within the close proximity of the Washington Navy Yard to support unanticipated tasking that requires a quick turnaround. Contractor shall provide facilities for storage and processing of classified documentation/material up to Secret. The facility shall have a secure room suitable for closed storage of classified material up to Secret. The facility shall have a design site capable of meeting requirements for a secure site. Additionally, the Contractor shall provide offsite archive storage.

d. The Contractor shall provide unclassified teleconferencing and video teleconferencing capabilities.

e. The Contractor shall provide a conference room within reasonable walking distance of the Washington Navy Yard for holding government sponsored meetings. Specific requirements are:

1. One conference room for unclassified or classified meetings, up to Secret level, which accommodates up to 25 attendees for up to five meetings per month.
2. All such conference Rooms shall include large whiteboard, electronics projection and speakerphone capability.

f. The Contractor shall have an electronic mail capability and the necessary connectivity to communicate with PEO IWS 6.0. MS Outlook mail is required in order to communicate and coordinate meetings and schedules as required by paragraph 6.0 below.

g. The Contractor shall provide and maintain concise, accurate financial deliverable data. The financial data shall include a contract expenditure forecast by task developed within 30 days of Task Order award and revised within 30 days of award of each option. The Contractor shall also provide a monthly report of actual cost incurred by task to PEO IWS 6.0 Task Order Manager and the SeaPort Contracting Officer.

h. The contractor shall provide security administration, control, storage and dissemination of sensitive and classified material. The Contractor shall maintain a document repository for both classified and unclassified documents. The Contractor shall be capable of receiving, processing, storing, retrieving, and transferring documents to authorized personnel in a timely manner. The Contractor shall maintain a file system for correspondence, contract documentation and historical correspondence and presentation material.

i. The Contractor shall provide courier(s) for the delivery of classified material at up to Secret level within the Washington Metropolitan area.

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6.0 Requirements – Applicable to Section B, CLIN 1001 and applicable option year CLINs as follows:

6.1 The Contractor shall provide support services for the IWS 6ACQ, Acquisition Strategy Director including:

- a. Coordination of Milestone Reviews, including meeting preparation, minutes and action item tracking.
- b. Development of Milestone briefings and associated documents.
- c. Review, analyze and develop impact statements on pending acquisition legislation, congressional and budget reviews, and develop acquisition updates to recurring higher level reporting.
- d. Review and provide recommendations for responses to questions or requests from Congressional inquiries, Navy, DoD and other Government agencies.
- e. Coordinate the development and submission of monthly and quarterly Defense Acquisition Executive Summaries (DAES), monthly SECNAV Management Reports (SMRs) and monthly DASHBOARD entries, and support the integration, analysis and updates to each functional and product area.
- f. Coordinate the development and submission of PEO IWS Quarterly Execution Reviews (QERs) for all product areas and support the integration and analysis of all functional area data.
- g. Support the development of program acquisition strategies, accompanying acquisition strategy and analyses of alternative documents.
- h. Support the integration of IWS 6.0 product area acquisition strategy initiatives(s) into budget development documents.

6.2 The Contractor shall provide the following support services for the IWS 6BFM, Business and Financial Management Center of Excellence Director including:

- a. Provide financial submissions to support the DAES, SMRs and DASHBOARD for all product areas.
- b. Provide financial documentation to support QERs for all product areas.

7.0 Option Requirements

This solicitation includes a Base plus four Option Years and includes requirements for FY08 through FY12.

8.0 Other Direct Costs (ODCs)

The Contractor shall provide additional support services such as reproduction, supplies, travel and consulting services in the conduct of this task.

Minimal travel will be required to PEO IWS 6.0 Contractor sites, Government facilities, field activities, and laboratories for on-site reviews and assessments within the Washington Metropolitan area. There may be a requirement to other locations that are unknown at this time.

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In most cases the duration of travel will not exceed five (5) working days plus the required travel times. Other than local travel (within 50 miles of the Washington Navy Yard), all travel and visits must be approved by the associated Government Task Order Manager.

## 9.0 Deliverables

All copies of data deliverables received by the Government under this task shall become the property of the Government.

The Contractor shall prepare a monthly status report defining work accomplished and deliverables submitted during the month. Deliverables shall be submitted in electronic or paper format (or both) directly to PEO IWS 6.0.

As directed, the Contractor shall provide briefings, briefing materials, white papers, meeting minutes, and other material, which documents results of analysis, and provide recommendations, review comments and/or pertinent issues. The Contractor shall provide deliverables up to the SECRET level of classification when requested. When classified documents are provided, an unclassified version shall be provided, if required, to facilitate public release of the deliverable.

### Deliverable Frequency

Contractor's Progress, Status and Management Report/Monthly Status Report - Monthly, first submission ten days after the end of the 1st full month's reporting period and subsequent submittals ten days after the end of the reporting period. Report shall include an Executive Summary which highlights significant accomplishments and variances from tasks for the period. The report shall include a financial spend plan for all funds under contract and performance against that spend plan.

## 10.0 Type of Task Order

This resulting task order issued pursuant to the Statement of Work (SOW) will be a Cost-Plus-Fixed-Fee (CPFF) contract.

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## **SECTION D PACKAGING AND MARKING**

**APPLICABLE TO ALL ITEMS** -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

### **DATA PACKAGING LANGUAGE**

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 28 February 2006.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Joyce Fultz (IWS 6.0)

(Name of Individual Sponsor)

NAVSEA - IWS 6.0

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

Items 1001 and 2001 and if options are exercised Items 4001, and 4002- Inspection and Acceptance will be made by the Task Order Manager (TOM) or a designated representative of the Government at destination.

CLAUSES INCORPORATED BY REFERENCE

FAR SOURCE TITLE AND DATE

52.246-3 Inspection of Supplies - Cost Reimbursement (May 2001)

52.246-5 Inspection of Services - Cost Reimbursement (April 1984)

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

1001	12/1/2008 - 11/30/2009
3001	12/1/2008 - 11/30/2009
4001	12/1/2009 - 11/30/2010
4002	12/1/2010 - 3/31/2012
4003	12/1/2011 - 11/30/2012
6001	12/1/2009 - 11/30/2010
6002	12/1/2010 - 11/30/2011
6003	12/1/2011 - 11/30/2012

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

1002	12/1/2008 - 11/30/2009
4004	12/1/2012 - 11/30/2013
4005	12/1/2009 - 11/30/2010
4006	12/1/2010 - 11/30/2011
4007	12/1/2011 - 11/30/2012
4008	12/1/2012 - 11/30/2013
6004	12/1/2012 - 11/30/2013

Note: SLINs 400201, 400205 and 400206 cannot extend past 30 November 2012

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## SECTION G CONTRACT ADMINISTRATION DATA

### Task Order Manager

Joyce Fultz

1333 Isaac Hull Ave SE

Washington, DC 20376

joyce.fultz@navy.mil

202-781-0589

In addition to the clauses in Section H of the MAC contract, the following clauses apply:

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall -

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment requests.

#### INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance

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locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>TBD upon award</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA722</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
<a href="mailto:joyce.fultz@navy.mil">joyce.fultz@navy.mil</a>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

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**POINTS OF CONTACT** -The Government points of contact for this Task Order are as follows:

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command  
 Attn: Captain Andrew Morgan, SEA 021  
 1333 Isaac Hull Avenue, SE  
 Washington Navy Yard, DC 20376  
 Telephone: 202-781-2910  
 e-mail: [andrew.s.morgan@navy.mil](mailto:andrew.s.morgan@navy.mil)

**PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command  
 Attn: Michael J. Taylor, SEA 0265  
 1333 Isaac Hull Avenue, SE  
 Washington Navy Yard, DC 20376  
 Telephone: 202-781-3948  
 e-mail: [michael.j.taylor1@navy.mil](mailto:michael.j.taylor1@navy.mil)

**PURCHASE OFFICE REPRESENTATIVE (POR)**

Naval Sea Systems Command  
 Attn: Steven Fusco, SEA 0265  
 1333 Isaac Hull Avenue, SE  
 Washington Navy Yard, DC 20376  
 Telephone: 202-781-4431  
 e-mail: [steven.fusco@navy.mil](mailto:steven.fusco@navy.mil)  
*\*Note that the POR is the Contract Specialist*

**TASK ORDER MANAGER (TOM)**

Naval Sea Systems Command  
 Attn: Joyce Fultz  
 1333 Isaac Hull Ave SE  
 Washington, DC 20376  
[joyce.fultz@navy.mil](mailto:joyce.fultz@navy.mil)  
 202-781-0589  
*\*Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

Accounting Data

SLINID	PR Number	Amount
100101	N0002408NR55317	93690.00
LLA :		
AD 1781319 A4EC 251 SA SWS 0 068342 2D 980510 K2039 000 0010		
Standard Number: N0017804D4138EH0100		
See Attachment 4		
100102	N0002408NR55317	322960.00
LLA :		
AC 1781810 A2EC 251 SA SWS 0 068342 2S 000000 UC830 000 0000		
Standard Number: N0017804D4138EH0100		
See Attachment 4		
300101	N0002408NR55317	562.00
LLA :		
AD 1781319 A4EC 252 SA SWS 0 068342 2D 980510 K2039 000 0010		
Standard Number: N0017804D4138EH0100		

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See Attachment 4

300102 N0002408NR55317 1938.00  
 LLA :  
 AB 1781810 A2EC 252 SA SWS 0 068342 2S 000000 UC830 000 0000  
 Standard Number: N0017804D4138EH0100  
 See Attachment 4

BASE Funding 419150.00  
 Cumulative Funding 419150.00

MOD 04 Funding 0.00  
 Cumulative Funding 419150.00

MOD 05

400201 N0002411MR46005 507152.00  
 LLA :  
 BG 17 1 1804 8C1C 251 SA SWS 0 068342 2D 000000 11C21 SWE 0210

400202 N0002411MR46005 44614.00  
 LLA :  
 BK 17 5 1811 1224 252 4L WMH 0 068342 2D 000000 55688 500 103K

400203 N0002411MR46005 119000.00  
 LLA :  
 BL 17 9 1810 A1GW 251 SA SWS 0 068342 2D 000000 GW830 000 0000

400204 N0002411MR46005 80000.00  
 LLA :  
 BM 17 0 1810 A1GW 251 SA SWS 0 068342 2D 000000 GW830 000 0000

400205 N0002411MR46005 923.00  
 LLA :  
 BF 17 1 1804 8B5B 251 SA SWS 0 068342 2D 000000 15BUO NAE 0U00

400206 N0002411MR46005 82525.00  
 LLA :  
 BJ 17 1 1804 8C1C 251 SA SWS 0 068342 2D 000000 11C51 SWE 0510

400207 N0002411MR46005 49862.00  
 LLA :  
 BQ 21 1 2040 0000 5L 5L68 P172419E555L 255Y MIPR1ADATJ7148 S01021

600201 N0002411MR46005 5000.00  
 LLA :  
 BH 17 1 1804 8C1C 252 SA SWS 0 068342 2D 000000 11C21 SWE 0210

MOD 05 Funding 889076.00  
 Cumulative Funding 1308226.00

MOD 06 Funding 0.00  
 Cumulative Funding 1308226.00

MOD 07 Funding 0.00  
 Cumulative Funding 1308226.00

MOD 08

400301 344432.00  
 LLA :  
 GA 1711810 A2UC 251 WS060 0 050120 2D 000000 A00000977061

600301 5000.00  
 LLA :  
 GB 1711810 A2UC 252 WS060 0 050120 2D 000000 A00000977061

MOD 08 Funding 349432.00  
 Cumulative Funding 1657658.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SLIN	Est. Cost	Base Fee	CPFF	Fund Type	PoP
SLIN 1001 01	\$ 90,918	\$ 2,772	\$ 93,690	RDT&E	1 Dec 2008 - 30SEP 2009
SLIN 1001 02	\$ 313,405	\$ 9,555	\$322,960	OPN	1 Dec 2008 - 30NOV 2009
SLIN 3001 01	\$ 545	\$ 17	\$ 562	RDT&E	1 Dec 2008 - 30SEP 2009
SLIN 3001 02	\$ 1,881	\$ 57	\$ 1,938	OPN	1 Dec 2008 - 30NOV 2009

Item	Cost	Fund Type	Period of Performance
4001 01	\$ 66,771	FY10 OM&N	1 DEC 2009 - 30 SEPT 2010
4001 02	\$ 390,851	FY09 OPN	1 DEC 2009 - 30 NOV 2010
4001 03	\$ 26,717*	SCN	1 DEC 2009 - 30 NOV 2010
4001 04	\$ 49,717*	SCN	1 DEC 2009 - 30 NOV 2010
4001 05	\$ 58,717*	SCN	1 DEC 2009 - 30 NOV 2010
4001 06	\$ 49,716*	SCN	1 DEC 2009 - 30 NOV 2010
4001 07	\$ 49,716*	SCN	1 DEC 2009 - 30 NOV 2010
4001 08	\$ 24,867	SCN	1 DEC 2009 - 30 NOV 2010
4001 09	\$ 26,666*	SCN	1 DEC 2009 - 30 NOV 2010
4001 10	\$ 26,667*	SCN	1 DEC 2009 - 30 NOV 2010
4001 11	\$ 26,667*	SCN	1 DEC 2009 - 30 NOV 2010
4001 12	\$ 61,250	FMS	1 DEC 2009 - 30 NOV 2010



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technical portions of work description.

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

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

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving

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the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to

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evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)  
52.245-1 GOVERNMENT PROPERTY (JUN 2007)  
52.245-9 USE AND CHARGES (JUN 2007)

### CLAUSES IN FULL TEXT

#### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM</u>	<u>OPTION ITEM(S) LATEST EXERCISE DATE</u>
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1002	30-Nov-09
4001	30-Nov-09
4002	30-Nov-10
4003	30-Nov-11
4004	30-Nov-12
4005	30-Nov-10
4006	30-Nov-11
4007	30-Nov-12
4008	30-Nov-13
6001	30-Nov-09
6002	30-Nov-10
6003	30-Nov-11
6004	30-Nov-12

MATOA = months after task order award

(b) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirements of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122, if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement have not been expended within the period specified above, the Government may require the contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

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

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its

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outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Cost Summary Format

Attachment 2 - PEO IWS 6.0 Organizational Charts

Attachment 3 - Past Performance Questionnaire

Attachment 4 - FADS for Mod 00

Attachment 5 - DD 254

Attachment 6 - DD 254

Attachment 7 - DD254 for Tech-Marine Business Inc.

Attachment 8 - FADS for MOD 03

Attachment 9 - FADS for MOD 04

Attachment 10 - FADs for MOD 05