

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4207				2. DELIVERY ORDER NO. FK02		3. EFFECTIVE DATE 2009 Apr 01		4. PURCH REQUEST NO. N00189-09-NR-55051		5. PRIORITY Unrated	
6. ISSUED BY FISC Norfolk, Contracting Dept Norfolk 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392				CODE N00189		7. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666				CODE S5111A	
9. CONTRACTOR AVW Technologies Inc. 860 Greenbrier Circle, Suite 305 Chesapeake VA 23320-2640				CODE IY9N5		FACILITY I12022509		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED	
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
AVW Technologies Inc.				Michael W. Wendel President							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$777,630.99	
				BY: /s/Carissa G Holland				03/17/2009 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE						g. E-MAIL ADDRESS					
						31. PAYMENT COMPLETE		34. CHECK NUMBER			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						PARTIAL		35. BILL OF LADING NO.			
a. DATE						b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					
						FULL					
37. RECEIVED AT			38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	BASE YEAR: TECHNICAL, ANALYTICAL, ADMINISTRATIVE AND MATERIAL SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (RDT&E) (RDT&E)	12.0	LM	\$680,713.88	\$54,457.11	\$735,170.99

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	BASE YEAR: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs) (RDT&E)	1.0	Lot	\$42,460.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	OPTION YEAR I: TECHNICAL, ANALYTICAL, ADMINISTRATIVE AND MATERIAL SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (RDT&E) (RDT&E) Option	12.0	LM	\$701,117.30	\$56,089.38	\$757,206.68
4001	OPTION YEAR II: TECHNICAL, ANALYTICAL, ADMINISTRATIVE AND MATERIAL SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK	12.0	LH	\$722,187.49	\$57,775.00	\$779,962.49

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(RDT&E) (RDT&E)
Option

4002	OPTION YEAR III: TECHNICAL, ANALYTICAL, ADMINISTRATIVE AND MATERIAL SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (RDT&E) (RDT&E) Option	12.0 LM	\$743,857.79	\$59,508.62	\$803,366.41
4003	OPTION YEAR IV: TECHNICAL, ANALYTICAL, ADMINISTRATIVE AND MATERIAL SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (RDT&E) (RDT&E) Option	12.0 LM	\$766,194.86	\$61,295.59	\$827,490.45

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	OPTION I: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs) (RDT&E) Option	1.0	Lot	\$45,870.00
6001	OPTION II: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT IS NOT ALLOWED ON ODCs) (RDT&E) Option	1.0	Lot	\$49,860.00
6002	OPTION III: OTHER DIRECT COSTS (ODCs) AND TRAVEL AND PER DIEM EXPENSES (INCLUDING ALL APPLICABLE BURDENS. PROFIT	1.0	Lot	\$47,950.00

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IS NOT ALLOWED ON
ODCs) (RDT&E)
Option

6003 OPTION IV: OTHER 1.0 Lot \$49,440.00
DIRECT COSTS
(ODCs) AND TRAVEL
AND PER DIEM
EXPENSES
(INCLUDING ALL
APPLICABLE
BURDENS. PROFIT
IS NOT ALLOWED ON
ODCs) (RDT&E)
Option

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) It should be noted that the proposed requirement is Cost Plus Fixed Fee (CPFF) performance based. The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 8,000 estimated manhours of direct labor. If all option periods and quantities are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 32,000 estimated manhours of direct labor, for a total level of effort of 40,000 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) Based on prior history for the same/similar services and in consideration of the effort anticipated to be performed herein, the contractor may anticipate that contract performance could involve the following labor categories and staffing levels. The Government estimate is provided for information purposes only and is included to serve as a reference for prospective offerors to better understand the overall magnitude of the effort. The level of effort per labor category (total hours remain the same for each performance year):

Labor Category	Hours
Total Ship Systems	2000
Test Analyst	
C4ISR/Total Ship Computing Test Analyst	2000
Mission Systems/Human Systems Integration (HSI)	2000
Test Analyst	
Integrated Power System/ Hull, Mechanical & Electrical Systems	2000
Test Analyst	

The estimated composition by task deliverable in relation to the Estimated Total Hours is as follows:

Task/Deliverable	Base Year (2009-2010)	Option Year 1 (2010-2011)	Option Year 2 (2011-2012)	Option Year 3 (2012- 2013)	Option Year 4 (2013-2014)
Documentation Review	900	900	1000	900	1000
Meeting Attendance	1400	1500	1400	1500	1400
Test Planning Support	1100	2800	1100	2800	1100
Modeling and Simulation (M&S) Analysis Support	500	600	750	825	1000
Test Operations Support	2500	1200	2600	1200	2650
Test Analysis and Reporting	1500	900	1050	675	750

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Program Management Support	100	100	100	100	100
Total Hours	8000	8000	8000	8000	8000

(c) No overtime is authorized under this task order.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

See the below chart for the applicable fixed fee for work performed under this task order provided the required number of hours shown in the below chart are employed by the contractor in performance of this task order. If substantially fewer than the required number of hours shown in the below chart of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate shown in the below chart per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Base \$ _____ 8,000 \$ _____

Option I \$ _____ 8,000 \$ _____

Option II \$ _____ 8,000 \$ _____

Option III \$ _____ 8,000 \$ _____

Option IV \$ _____ 8,000 \$ _____

* To be filled in by the offeror using the proposed fixed fee dollar amount.

** To be filled in by offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

(End of Provision)

LABOR CATEGORY

It is understood and agreed that the number of hours shown in Section B above are estimates only and shall not limit the use of hours in any labor category under this task order. Accordingly, in the performance of this contract, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified, provided, that in so performing the contractor shall not in any event exceed the ceiling price of the task order, including modifications thereof. Variation between the labor line item and other direct line item is prohibited.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

ZUMWALT Class Destroyer

DDG 1000

1. Scope of Tasking. Contractors will provide technical, analytical, administrative and material support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR) in the definition, conduct and analysis of operational testing (OT) of the DDG 1000 ZUMWALT class destroyer project number 1560.

The ZUMWALT class destroyer is an advanced multi-mission destroyer that will provide the Joint Force Commander with precision strike and volume fire capability. DDG 1000 is intended, principally, to conduct forward deployed operations as part of an Expeditionary Strike Group (ESG). Although operating principally with an ESG to provide Joint Fire Support, Joint Strike, and Undersea, Surface, and Air Warfare Dominance, DDG 1000 must also be capable of operating independently or with a Carrier Strike Group.

The following Test and Evaluation (T&E) event milestones drive the selection of deliverables for this Statement of Work.

Milestones:

DTB2 Developmental Test (DT) Assist: 01 Oct 2005 – 31 Mar 2009

OT-B1 Operational Assessment (OA): 8 Apr 2008 - 31 Jan 2009

Total Ship Computing Environment (TSCE) Software Release 5 Usability Assessment (UA) Testing: 02 Jul 2008 – 22 Mar 2010

OT-B1 OA Final Report due: 31 Mar 2009

DTB3 DT Assist: 01 Apr 2009 – 31 Mar 2011

Boat Bay UA Testing: June 2009

OT-B2 OA Concept of Test due: 01 Oct 2009

OT-B2 OA Test Plan due: 15 Dec 2009

a. Place of Performance. Unless required to support mission accomplishment, work shall primarily be performed at the contractor's site. The customer location is:

Commander, Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505-1498

The contractor shall comply with COMOPTEVFORINST 5239 (series), with specific regard to non-government hardware and software.

b. Period of Performance. Period of performance is from 1 April 2009 through 31 March 2010, with 4 option years.

c. Travel requirements: Travel will be reimbursed as an incurred cost in accordance with Joint Travel

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Regulations (JTR). ODC's in a NTE amount are shown in the schedule for each year of the contract and shall be used for proposal purposes. Profit is not allowed on ODCs.

Please Note: designation AxB under column “# of Days”

A= number of trips

B = number of days per trip (i.e. 5x1, 1x3 = five 1-day trips, one 3-day trip)

BASE YEAR (2009 - 2010)

Location	# of Trips	# of Days
Washington, DC	20	1
Portsmouth, RI	6	5x1, 1x3
Pascagoula, MS	3	2
San Diego, CA	4	3
Wallops Island, VA	2	2
Port Hueneme, CA	1	2
Tewksbury, MA	7	5x2, 2x3
Philadelphia, PA	5	2
Bath, ME	1	4
Dahlgren, VA	5	1
Patuxent River, MD	1	1
White Sands, NM	2	3

OPTION YEAR 1 (2010 - 2011)

Location	# of Trips	# of Days
Washington, DC	20	1
Portsmouth, RI	6	5x1, 1x3
Pascagoula, MS	4	3x2, 1x4
San Diego, CA	4	3
Wallops Island, VA	3	2
Port Hueneme, CA	1	2
Tewksbury, MA	5	3x2, 2x3
Philadelphia, PA	5	2
Bath, ME	3	2x2, 1x4
Dahlgren, VA	3	1
Patuxent River, MD	1	1
White Sands, NM	2	3

OPTION YEAR 2 (2011 - 2012)

Location	# of Trips	# of Days
Washington, DC	20	1
Portsmouth, RI	6	3x1, 1x3

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Pascagoula, MS	4	2x2, 1x4
San Diego, CA	4	3
Wallops Island, VA	9	3x2, 6x5
Port Hueneme, CA	1	2
Tewksbury, MA	5	3x2, 2x3
Philadelphia, PA	3	2
Bath, ME	3	2x2, 1x4
Dahlgren, VA	3	1
Patuxent River, MD	1	1
White Sands, NM	2	3

OPTION YEAR 3 (2012 - 2013)

Location	# of Trips	# of Days
Washington, DC	20	1
Portsmouth, RI	4	3x1, 1x3
Pascagoula, MS	3	2x2, 1x4
San Diego, CA	4	3
Wallops Island, VA	3	2
Port Hueneme, CA	5	2
Tewksbury, MA	5	3x2, 2x3
Philadelphia, PA	3	2
Bath, ME	3	2x2, 1x4
Dahlgren, VA	3	1
Patuxent River, MD	1	1
White Sands, NM	2	3

OPTION YEAR 4 (2013 - 2014)

Location	# of Trips	# of Days
Washington, DC	15	1
Portsmouth, RI	4	3x1, 1x3
Pascagoula, MS	6	5x2, 1x4
San Diego, CA	4	3
Wallops Island, VA	5	2
Port Hueneme, CA	3	2
Tewksbury, MA	5	3x2, 2x3
Philadelphia, PA	3	2
Bath, ME	6	5x2, 1x4
Dahlgren, VA	3	1
Patuxent River, MD	1	1

Travel is to attend test coordination/planning working group meetings, mission/test readiness reviews, other T&E related meetings, systems/software engineering reviews (e.g., Design Reviews, Test Readiness Reviews, Mission Readiness Reviews, Technical Information Meetings, Interim Technical Assessments, etc.), other design related

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meetings, system demonstrations, developmental or operational tests, usability tests, engineering/contractor tests, Live Fire Test and Evaluation (LFT&E) events, systems analysis reviews, and other T&E events.

2. Applicable Documents. The following list of references is not all inclusive but forms the basis for the T&E by COMOPTEVFOR in support of this program:

- DOD Directive 5000.1, The Defense Acquisition System
- DOD Instruction 5000.2, Operation of the Defense Acquisition System
- Defense Acquisition Guidebook
- SECNAV Instruction 5000.2C, Implementation of Mandatory Procedures for Major Defense Acquisition Programs
- Universal Naval Task List (classified)
- Navy Tactical Task List (classified)
- Surface Ship Capstone System Threat Assessment (classified)
- DOD Directive 8500.1, Information Assurance (IA)
- DOD Instruction 8500.2, IA Implementation
- COMOPTEVFOR Instruction 3980.1, Operational Test Director's (OTD) Manual
- DDG 1000 Test and Evaluation Master Plan (TEMP) (For Official Use Only)
- DD(X) Operational Requirements Document (ORD)(classified)

3. Specific Tasking – Deliverables - Due Dates. The contractors shall provide support in evaluating the operational effectiveness and suitability of the DDG 1000 ZUMWALT class destroyer TEIN 1560 during OT. Contract Data Requirements List (CDRL) forms are provided as attachments. CDRL due dates are set forth in section (g) of this paragraph (3).

a. Documentation Review (Contract Data Requirements List: A001)

(1) Review program documentation, including but not limited to: Top Level Requirements, Required Operational Capability (ROC)/ Predicted Operational Environment (POE), Concept of Operations (CONOPS), ORD, TEMP, Fleet operational and tactical doctrines, Navy Training System Plan, manning documents, program acquisition Logistics Support Plan, training manuals, and operator and maintenance manuals, and provide comments on adequacy of documentation in meeting operational effectiveness and suitability.

(2) Conduct review of detailed design documentation in the DDG 1000 program's TeamCenter document storage website, including system briefings, software status information and development documentation, shipbuilding plans and diagrams, test plans and reports, cost tradeoff/change proposals, systems engineering use case diagrams, specifications, system CONOPS, threat analyses, and design-build-process specifications.

b. Test Planning Support (CDRLs: A002, A003, A005, A006, A008)

(1) Perform research, analyze program documentation and prepare inputs to the DDG 1000 TEMP, specifically Part IV and applicable portions of Parts I, II & V.

(2) Provide research and analysis of Critical Operational Issues (COI), data and comments collected during Fleet subject matter expert (SME) reviews, and program manager responses to that data and comments.

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(3) Develop and maintain a Requirements Verification Database to trace ORD and Mission Need Statement requirements, Navy Mission Essential Task Lists/Joint Mission Essential Task Lists, ROC/POE missions, implied requirements from Navy instructions, and doctrine to COIs and detailed test objectives for DDG 1000.

(4) Develop and execute a plan for implementing integrated test and evaluation (IT&E) for DDG 1000, including tailoring of methodology for a total ship program, development of inputs for the Operational Test & Evaluation (OT&E) framework and supporting documentation, supporting liaison with other COMOPTEVFOR OTDs, and program and design contractor engineers for mission analysis review, and supporting coordination with the T&E Working Integrated Product Team for combination of DT and OT objectives/requirements. Research and provide inputs on DT, LFT&E, and certification events, providing useful data for conduct of IT&E. Develop a strategy for implementing design of experiments and other analytical methodology to increase maturity and identify resource reductions in the test program.

(5) Develop a Concept of Test and Test Plan for the OT-B2 OA, followed by presentations, draft test plans, and execution documentation as required for conduct of the event.

c. Modeling & Simulation (M&S) Analysis Support (CDRLs: A004)

(1) Provide support in conducting liaison with model proponents, independent validation & verification agents, developing agencies, Navy laboratories, service cryptologic agencies, Navy operational commands, other U.S. Government agencies, and hardware/software contractors to ensure that M&S OT&E requirements are adequately addressed to permit timely and effective accreditation of M&S in support of OT&E.

(2) Conduct background research, and provide analytical support and recommendations for the development of appropriate models, simulations, and test beds; their requirements; and the appropriate methodology for the verification, validation, and accreditation (VV&A) of all M&S used for each phase of OT, particularly Initial Operational Test and Evaluation (IOT&E). Develop a scenario and analysis framework, as well as M&S requirements documents for combat systems measures of effectiveness and other IOT&E M&S requirements, coordinating with DDG 1000 System Test and M&S Cross Product Teams.

(3) Attend M&S accreditation review panels, technical review panels, M&S working groups, Integrated Product Teams (IPT), and other M&S related meetings.

d. Test Operations Support (CDRLs: A006)

(1) Attend test coordination and planning working group meetings, mission/test readiness reviews, and other T&E related meetings. Identify tests of interest for leveraging as integrated test events.

(2) Attend systems/software engineering reviews (e.g., Design Reviews, Test Readiness Reviews, Mission Readiness Reviews, Technical Information Meetings, Interim Technical Assessments, etc.) and other design related meetings. Provide subject matter expertise and comments on the design as to adequacy meeting operational effectiveness and suitability to the IPT.

(3) Attend system demonstrations, developmental or operational tests, usability tests, engineering/contractor tests, LFT&E events, systems analysis reviews, and other test and evaluation events.

(4) Provide technical assistance to the Technical Point of Contact (TPOC) at the test site during formal phases of testing, primarily for OAs as well as other events and conferences, including participating and/or acting as supporting facilitators for conduct of SME design reviews, executing live test events, performing data collection and test observation, and conducting or supporting test results/analysis reviews.

e. Test Analysis and Reporting (CDRLs: A006, A007)

(1) Monitor program calendars and provide input on design reviews, test events, and other program meetings for team members to attend.

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(2) Collect and analyze assessment data. Prepare report of credible and substantiated evaluation results/opinions.

(3) Perform data reduction and preliminary analysis of completed tests during test operations, including formal phases of OT&E as well as DT Assist and informal DT and engineering test observations.

(4) Correlate data using appropriate statistical techniques to analyze system's operational effectiveness and operational suitability tests during test operations.

(5) Create and maintain an Issues Database to describe issues developed from DT Assists, Early OAs (EOA), OAs, risk assessments, and other sources. Trace these issues to COIs, associated requirements, and mission area and tasks in order to create test reports and DT Assist Letters of Observation.

(6) Provide inputs to test observations and program design issues.

(7) Provide inputs based on analysis of test data, questionnaires, and data reduction for reports and provide follow-up assistance until documents are signed.

f. Program Management Support (CDRLS: A008)

(1) Provide the TPOC with trip reports and a monthly report, including the progress of work on assigned tasks, conferences/meetings attended, work plans and the expenditure of funds and labor hours during the month.

(2) Provide support in conducting liaison with developing agencies, Navy laboratories, Navy operational commands, other U.S. Government agencies, and hardware/software contractors to ensure that OT&E requirements are adequately addressed to permit timely and effective testing.

g. Deliverables - Due Dates:

(1) **CDRL:** Documentation Review

(a) **Deliverable:** CDRL A001 Documentation Review

(b) **Due Date:** 10 working days after review of designated documents, or determined by operational requirements, coordinated with OTD.

(2) **CDRL:** Test Planning Support

(a) **Deliverable:** CDRL A002 Test Planning & Operations Support

(b) **Due Date:** 5 working days after receipt of designated documents from the government unless otherwise agreed upon with the OTD.

(3) **CDRL:** Draft TEMP Input

(a) **Deliverable:** CDRL A003 Draft TEMP Input

(b) **Due date:** 5 working days after receipt of designated documents from government unless otherwise agreed upon with the OTD.

(4) **CDRL:** Draft Test Plan Input

(a) **Deliverable:** CDRL A004 Draft Test Plan Input

(b) **Due date:** 14 working days after receipt of designated documents from government unless otherwise agreed upon with OTD.

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(5) **CDRL**: M & S Accreditation Support

(a) **Deliverable**: CDRL A005 M & S Accreditation Support

(b) **Due Date**: 10 working days after receipt of designated documents from the government unless otherwise agreed upon by the OTD.

(6) **CDRL**: Draft Final Report

(a) **Deliverable**: CDRL A006 Draft Final Report

(b) **Due Date**: 15 calendar days after completion of test event unless otherwise agreed upon with the OTD.

(7) **CDRL**: Trip/Technical Report

(a) **Deliverable**: CDRL A007 Trip/Technical Report

(b) **Due Date**: 5 working days after returning from the meeting. Electronic copies submitted into the Test and Evaluation Program System (TEPS); otherwise Microsoft Office-compatible documents in Test & Evaluation TEPS format.

(8) **CDRL**: Monthly Progress Reports

(a) **Deliverable**: CDRL A008 Monthly Progress Report

(b) **Due Date**: 15th of the month starting one month after contract award unless otherwise agreed upon with the OTD.

4. Labor Category Requirements. Personnel proposed to work under this order must possess the minimum requirements set forth in this section. **Unless otherwise noted, current working knowledge is defined as experience within the last 5 years.** Resumes submitted for the Government's review must clearly delineate that the proposed candidate(s) meets all minimum requirements herein:

a. Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR)/Total Ship Computing Test Analyst Personnel Requirements

(1) Minimum Required Qualifications

(a) Current working knowledge of DoD/DoN instructions and policies with respect to T&E, including Joint Capabilities Integration and Development System (JCIDS) documents (ORD/Capabilities Development Document (CDD)/Capabilities Production Document (CPD)).

(b) Demonstrated skill in formulating, directing, interpreting and applying test planning/philosophy/policy to ensure products are scientifically valid, analytically adequate and creditable in testing.

(c) Experience with COMOPTEVFOR TEMP and test plan development and approval, and OT management (EOA, OA, IOT&E, Follow-On Test & Evaluation (FOT&E)).

(d) Demonstrated knowledge of Joint and Navy doctrine.

(e) Extensive knowledge of Navy/Marine Corps operations.

(f) Experience with Fleet and surface combatant operations.

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- (g) Demonstrated knowledge of and recent experience with Total Ship Testing.
- (h) Knowledge of joint C4ISR programs, Joint Interoperability Certification, Net Ready key performance parameter, and Information Assurance.
- (i) Experience in testing shipboard and related command and control systems such as Global Command and Control System - Maritime or other C4ISR systems.
- (j) Knowledge of computer network architecture and technologies related to the TSCE.
- (k) Experience as a COMOPTEVFOR SME during OT.
- (l) Possess the Surface Warfare qualification.
- (m) Tactical Action Officer (TAO) or equivalent command and control warfare qualification and operational experience.
- (n) Completion of the COMOPTEVFOR OTD and Integrated Test Framework courses.
- (o) At least a four-year technical degree in engineering, science, mathematics, operations research or a closely related field.
- (p) Defense Acquisition Workforce Improvement Act (DAIWA) T&E Level I certification or equivalent

(2) **Highly Qualified.** In addition to the above requirements,

- (a) Detailed knowledge and experience within the DDG 1000 program including DDG 1000 organization, design, enterprise collaboration tools and data environment, program shortfalls, integrated test schedule, and land-based test facilities.
- (b) Experience with the DD(X) OTA1 EOA and the DDG 1000 OT-B1 OA, including knowledge of C4 ISR/TSCE-related shortfalls of the DDG 1000 program and implemented method for database documentation of the issues.
- (c) Experience/knowledge of the DDG 1000 TSCE software development and testing.
- (d) Operational staff experience.

b. Mission Systems/Human Systems Integration (HSI) Test Analyst Personnel Requirements

(1) **Minimum Required Qualifications**

- (a) Current working knowledge of DoD/DoN instructions and policies with respect to T&E, including JCIDS documents (ORD/CDD/CPD).
- (b) Demonstrated skill in formulating, directing, interpreting and applying test planning/philosophy/policy to ensure products are scientifically valid, analytically adequate and creditable in testing.
- (c) Experience with COMOPTEVFOR TEMP and test plan development and approval, and OT management (EOA, OA, IOT&E, FOT&E).
- (d) Demonstrated knowledge of Joint and Navy doctrine.
- (e) Extensive knowledge of Navy/Marine Corps operations.

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(f) Experience with Fleet and surface combatant operations.

(g) Recent experience with shipboard OT, Total Ship Testing, or related Fleet experience in training/exercises evaluating operational performance.

(h) Possess the Surface Warfare qualification.

(i) Shipboard Combat Systems Officer experience, or Aegis or Ship Self-Defense System (SSDS) combat system operations and maintenance, or SLQ-32 or other Electronic Warfare (EW) system operations and maintenance, or SQQ-89 Anti-Submarine Warfare (ASW) systems operations and maintenance.

(j) TAO, warfare coordinator, or equivalent command & control operational experience.

(k) Completion of the COMOPTEVFOR OTD and Integrated Test Framework courses.

(l) At least a four-year degree in engineering, science, mathematics, operations research or a closely related field, or 10+ years of relevant Fleet experience in combat systems.

(m) DAIWA T&E Level I certification or equivalent.

(2) **Highly Qualified.** In addition to the above requirements,

(a) Broad operational experience in surface combatant operations, shipboard personnel management, shipboard training and exercises, and other experience relevant to operational assessment/evaluation of HSI.

(b) Experience in OT of shipboard combat systems suites (Aegis or SSDS), or experience in OT of EW systems, or experience in OT of ASW systems.

c. Integrated Power System (IPS)/Hull, Mechanical and Electrical (HM&E)/Logistics Test Analyst Personnel Requirements

(1) **Minimum Required Qualifications**

(a) Current working knowledge (within last 5 years) of DoD/DoN instructions and policies with respect to T&E, including JCIDS documents (ORD/CDD/CPD).

(b) Demonstrated skill in formulating, directing, interpreting and applying test planning/philosophy/policy to ensure products are scientifically valid, analytically adequate and creditable in testing.

(c) Experience with COMOPTEVFOR TEMP and test plan development and approval, and OT management (EOA, OA, IOT&E, FOT&E).

(d) Demonstrated knowledge of Joint and Navy doctrine.

(e) Extensive knowledge of Navy/Marine Corps operations.

(f) Experience with Fleet and surface combatant operations.

(g) Recent experience with shipboard OT, Total Ship Testing, or related Fleet experience in training/exercises evaluating operational performance.

(h) Possess the Surface Warfare qualification.

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- (i) Gas turbine and/or diesel plant Engineering Officer of the Watch qualification.
- (j) Experience in testing shipboard main propulsion systems (gas turbines and/or diesel, and associated support systems) relevant to DDG 1000.
- (k) Experience in testing shipboard auxiliary systems relevant to DDG 1000.
- (l) Demonstrated skill in managing analysis of surface combatant gas turbine engineering systems' performance and operations, safety of personnel, and effectiveness of their training programs.
- (m) Possess practical experience with operation and maintenance of surface combatant main and auxiliary equipment and systems, ventilation and air conditioning equipment, boats and boat handling systems, deck and other shipboard machinery, electro-hydraulic and other auxiliary systems.
- (n) Possess practical experience with operation and maintenance of gas turbine propulsion, and electric power generation and distribution systems.
- (o) Completion of the COMOPTEVFOR OTD and Integrated Test Framework courses.
- (p) At least a four-year technical degree in engineering, science, mathematics, operations research or a closely related field; or 10+ years relevant operational experience to the position.
- (q) DAIWA T&E Level I certification or equivalent.

(2) **Highly Qualified.** In addition to the above requirements,

- (a) Detailed knowledge and experience within the DDG 1000 program including DDG 1000 organization, design, enterprise collaboration tools and data environment, program shortfalls, and integrated test schedule.
- (b) Experience with the DD(X) OTA1 EOA or DDG 1000 OT-B1 OA, including knowledge of the IPS and zonal electrical distribution system related shortfalls, and implemented method for database documentation of the issues.
- (c) Experience/knowledge of the DDG 1000 IPS, Integrated Fight-through Power, auxiliary and deck machinery, ship control system, the Philadelphia Land-Based Test Site, and usability assessments and developmental testing of IPS and other HM&E systems to be installed on DDG 1000.

d. Total Ship Systems Test Analyst Personnel Requirements. Note that this position will be the senior support analyst responsible for coordination of efforts as specified above by personnel under all other positions.

(1) **Minimum Required Qualifications**

- (a) Current working knowledge (within last 5 years) of DoD/DoN instructions and policies with respect to T&E, including JCIDS documents (ORD/CDD/CPD).
- (b) Demonstrated skill in formulating, directing, interpreting and applying test planning/philosophy/policy to ensure products are scientifically valid, analytically adequate and creditable in testing.
- (c) Experience with COMOPTEVFOR TEMP and test plan development and approval, and OT management (EOA, OA, IOT&E, FOT&E).
- (d) Demonstrated knowledge of Joint and Navy doctrine.

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- (e) Extensive knowledge of Navy/Marine corps operations and doctrine including Land Attack Warfare, fire support aspects of Expeditionary Warfare, and Aegis surface combatant tactics.
- (f) Experience and extensive knowledge of Strike and Naval Surface Fire Support gun and missile system operations, and/or test and evaluation of such systems, including surface-to-surface gunnery.
- (g) Experience with managing the test phase of a Total Ship test program.
- (h) Possess extensive experience with ship design processes and organization; DD(X)/DDG 1000, LPD 17, or CVN 21 design team experience required.
- (i) Possess the Surface Warfare qualification.
- (j) Possess working knowledge in C4ISR systems operations and integration.
- (k) Demonstrated skill in managing analysis of surface combatant gas turbine engineering systems' performance and operations, safety of personnel, and effectiveness of their training programs.
- (l) Possess practical experience with operation and maintenance of surface combatant main and auxiliary equipment and systems, ventilation and air conditioning equipment, boats and boat handling systems, deck and other shipboard machinery, electro-hydraulic and other auxiliary systems.
- (m) Possess expertise in ship self-defense and a qualification as a TAO.
- (n) Possess knowledge and experience in maritime interdiction and force protection operations and systems.
- (o) Possess experience in coordinating ship's operations, training, and tactical planning, and preparing ship's operational plans and training schedules.
- (p) Experienced in navigation at sea and be knowledgeable of shipboard control and navigational systems, their operation, maintenance and testing requirements.
- (q) Possess extensive knowledge and experience with the collection, display, evaluation and dissemination of operational and combat information. Be familiar with the duties and responsibilities of personnel operating radar, communications and plotting equipment in modern surface combatants, such as Aegis destroyers.
- (r) Knowledge and/or experience in systems engineering and VV&A of distributed physics-based simulations for shipboard combat systems analysis.
- (s) Detailed knowledge of COMOPTEVFOR M&S policies and experience with development of M&S requirements for supporting OT&E, participation in simulation VV&A activities, and preparation of accreditation packages for OT&E of weapon systems for or related to DDG 1000, e.g., phased array radars, Tomahawk, Evolved Sea Sparrow Missile, etc.
- (t) At least a four-year technical degree in engineering (mechanical, electrical, aerospace, or other engineering discipline).
- (u) DAWIA T&E Level II certification or equivalent

(2) **Highly Qualified.** In addition to the above requirements,

- (a) Experience with managing the planning, coordination, execution, and report generation for DD (X)/DDG 1000 OT&E to include the DD(X) OTA1 EOA, the DDG 1000 OT-B1 OA, and the DTA1, DTB1, and DTB2 DT Assists.

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(b) Detailed knowledge, and 4+ years of experience within the DD(X)/ DDG 1000 program, including DDG 1000 organization, design, total ship systems engineering, requirements management, systems analysis, M&S, enterprise collaboration tools and data environment, program shortfalls, integrated test schedule, and land-based test facilities.

(c) Experience with development and management of the DDG 1000 OT&E test and issues database, including familiarity with all issues identified as risks to successful completion of IOT&E.

(d) Training and experience in mission-based test design and integrated testing, including T&E framework development.

(e) Training and experience in use of Design of Experiments methodology for operational test planning.

5. Security Clearance. A minimum security clearance of SECRET is required for the IPS/HM&E/Logistics Test Analyst position. A minimum security clearance of TOP SECRET is required for the other positions supporting this task. Any personnel proposed to work on this effort shall be eligible for necessary clearances to immediately begin performance at the time of task award.

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Government	Government	Government	Government
3000	Government	Government	Government	Government
4000	Government	Government	Government	Government
4001	Government	Government	Government	Government
4002	Government	Government	Government	Government
4003	Government	Government	Government	Government
6000	Government	Government	Government	Government
6001	Government	Government	Government	Government
6002	Government	Government	Government	Government
6003	Government	Government	Government	Government

QUALITY ASSURANCE SURVEILLANCE PLAN

For

ANALYTICAL OPERATIONAL

TEST AND EVALUATION SUPPORT SERVICES

For

DDG-1000

COMOPTEVFOR NORFOLK, VA

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.246-5 – Inspection of Services, which provides for inspections and testing of all services and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The QASP is put in place to provide Government *surveillance* oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The

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Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Task Order Manager (TOM) - The TOM is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The TOM is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

5. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback – Customer feedback may be obtained from random customer complaints. Appropriate forms will be made available by the TOM for the patrons. The TOM shall have sole custody of the suggestion box. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the TOM.

Inspections – Each phase of the services rendered under the contract is subject to Government inspection during the Contractor's operations and after completion of a task. Inspections may be routine functions performed by the TOM, or performed by others outside of the COMOPTEVFOR command. The Contractor shall not substitute Government inspection for effective quality control. Government inspections may be conducted in an unannounced manner by the TOM or other individuals designated outside the COMOPTEVFOR organization. The TOM shall maintain a Contract Discrepancy Report (CDR), a copy of which will be provided to the Contractor. Within three days, the Contractor shall reply in writing to CDR(s) by stating reason(s) for unsatisfactory performance(s) and shall identify the corrective action(s) that will be taken to prevent recurrence(s).

Performance Evaluation Meetings – During the first two months of the contract, the Contractor's Project Manager will meet weekly with the TOM. Such meetings will be conducted at least monthly thereafter. The purpose of these meetings will be to review the Contractor's performance and to will include the issuance of any CDR(s) issued during the period. A mutual effort will be made to resolve all problems identified.

6. DOCUMENTATION

The TOM will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual Contractors Performance Assessment Reporting Systems report.

QASP MATRIX

Deliverable or Service Requirement	Measurement/Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
	Compliance	Failure in more than any 3 metrics below or continued failure in any or all of the below performance work metrics may cause the contractor to be penalized.			
CDRL, Data Item A001 Review of Documentation	Timeliness & Accuracy	<p>Timeliness -</p> <p>Within ten working days after receipt of designated documents, unless otherwise agreed upon in advance with the OTD</p> <p>Accuracy –</p> <p>No rejected reports</p>	100%	<p>Customer Feedback</p> <p>Inspections</p> <p>Performance Evaluation Meetings</p>	FAR Clause 52.246-5 – Inspection of Services

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		due to major discrepancy			
CDRL, Data Item A002 Test Planning & Project Operations Support	Timeliness & Accuracy	Timeliness – Within five working days from receipt of the relevant documents, unless otherwise agreed upon in advance with OTD. Accuracy – No rejected inputs due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL, Data Item A003 Draft TEMP Input	Timeliness & Accuracy	Timeliness – Within seven calendar days after delivery of CDRL A002, unless otherwise agreed upon in advance with the OTD Accuracy – No rejected reports due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL, Data Item A004 Draft Test Plan Input	Timeliness & Accuracy	Timeliness – Within 14 days of receipt of applicable background documentation, unless otherwise agreed upon in advance with the OTD Accuracy – No rejected input(s) due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL Data Item A005 M&S Accreditation Support	Timeliness & Accuracy	Timeliness – Ten working days after receipt of designated documentation, unless otherwise agreed upon in advance with the OTD	100%	Customer Feedback Inspections	FAR Clause 52.246-5 – Inspection of Services

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Documentation		Accuracy – No rejected input(s) due to major discrepancy		Performance Evaluation Meetings	
CDRL Data Item A006 Draft Final Report Input	Timeliness & Accuracy	Timeliness – Ten working days after receipt of designated documentation/test results, unless otherwise agreed upon in advance with the OTD Accuracy – No rejected reports due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL, Data Item A007 Trip Report	Timeliness & Accuracy	Timeliness – Within five days after completion of trip Accuracy – No rejected reports due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL, Data Item A008 Monthly Progress and Status Report	Timeliness & Accuracy	Timeliness – Within five days after the reporting period Accuracy – No rejected reports due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services
CDRL, Data Item A009 Annual Summary Report	Timeliness & Accuracy	Timeliness – Within 30 days after the option year Accuracy – No rejected reports due to major discrepancy	100%	Customer Feedback Inspections Performance Evaluation Meetings	FAR Clause 52.246-5 – Inspection of Services

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PBSOW Paragraph 6.0/ Security Attachment	Services to be provided. Accuracy	Security Requirements: Contractor to comply with all Security Requirements A survey to be conducted as required, contractor is either in compliance or not.	100%	Government representative to monitor and customer feedback	FAR Clause 52.246-5 – Inspection of Services
Special Requirements - COI	Services to be provided. Accuracy	Conflict of Interest: Contractor to comply will all Conflict of Interest requirements A survey to be conducted as required, contractor is either in compliance or not.	100%	Government representative to monitor	FAR Clause 52.212-4 (a) – Inspection/Acceptance

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are:

1000 04/01/2009 - 03/31/2010

3000 04/01/2009 - 03/31/2010

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

4000 04/01/2010 - 03/31/2011

6000 04/01/2010 - 03/31/2011

4001 04/01/2011 - 03/31/2012

6001 04/01/2011 - 03/31/2012

4002 04/01/2012 - 03/31/2013

6002 04/01/2012 - 03/31/2013

4003 04/01/2013 - 03/31/2014

6003 04/01/2013 - 03/31/2014

Services to be performed hereunder will be provided at:

Commander, Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505-1498

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SECTION G CONTRACT ADMINISTRATION DATA

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports 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. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>
WAWF Invoice Type	2-in-1
Contract Number	N00178-05-D-4207
Delivery Order Number	FK02
Issuing Office DODAAC	N00189
Admin Office DODAAC	N00189

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Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	N57023
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	N57023
Acceptance At Other	N/A
Local Processing Office (Certifier)	N57023
DCAA Office DODAAC (Used on Cost Voucher's only)	N/A
Paying Office DODAAC	HQ0251
Acceptor/COR Email Address	burrowst@cotf.navy.mil

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Tim Burrows	burrowst@cotf.navy.mil	757-284-5546 x3136	TOM/Acceptor

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CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (5252.NS-0002T)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Carissa Holland
Address: Fleet & Industrial Supply Center
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
Phone: 757-443-1338

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Matthew Aponte
Address: Fleet & Industrial Supply Center
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
Phone: 757-443-1416

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

Name: N/A
Address: -----
Phone: -----

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

Name: Defense Finance & Accounting Services Columbus (DFAS Columbus)
Address: 3990 E Broad Street
PO Box 369021
Columbus, OH 43213-1152

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Phone: 800-756-4571

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: Timothy R. Burrows
Address: Commander, Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505-1498
Phone: 757-284-5546 x3136

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A
Address: -----
Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting

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negotiations;

e. Reviewing contractor reports providing recommendations for acceptance/rejection;

f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;

g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending

corrective actions; and

h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A

Address: -----

Phone: -----

7. ORDERING OFFICER is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;

b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;

c. Obligating the funds by issuance of the delivery/task order;

d. Authorization for use of overtime;

e. Authorization to begin performance; and/or

f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to ----- pricing arrangements;

b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or

c. No order shall be placed with delivery requirements in excess of -----.

Name: N/A

Address: -----

Phone: -----

(End of text)

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Accounting Data

SLINID	PR Number	Amount
1000	N0002408RX10391	50500.00
LLA :		
AA 1781319 15AN 251 SASHP 0 068342 2D 213510 324640000010		
Standard Number: N0002408AF115AN		
3000	N0002409RX10391	10000.00
LLA :		
AA 1781319 15AN 251 SASHP 0 068342 2D 213510 324640000010		
Standard Number: N0002408AF115AN		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$60,500.00, inclusive of fee. It is estimated that these funds will cover the cost of performance through 24 April 2009. Subject to the provisions of the clause entitled "LIMITATION OF FUNDS" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$60,500.00 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

ORGANIZATIONAL CONFLICT OF INTEREST:

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment subject to this contract. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

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(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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[x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[x] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

[x] (8) To the extent work performed under this contract may be subject to 10 U.S.C. 2399, the contractor agrees to comply with 10 U.S.C. 2399

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that: during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, or authorized by the contracting officer. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

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(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative or Contracting Officer.

ACCESS BADGES

Permanent COMOPTEVFOR badges will be issued only to contractor whose contract specifies that the performance will be on-site (at COMOPTEVFOR). To be issued a permanent badge, the contractor's security office must fax the visit request/ security clearance to COMOPTEVFOR (attn: Security Manager) at 757-282-5556 no less than 3 working days prior to the beginning of the contract performance period. Hand-carried requests will not be accepted. Upon check-in to COTF, the contractor must present a copy of his contract and a copy of his company's visit request. All contractors must check in with the Contracting Officer prior to being issued a badge. The permanent badge will be issued for twelve months of the duration of the contract.

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

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Immunization
Passports, visas, etc.
Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) month extension in accordance with FAR 52.217-8 Option To Extend Services.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes

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both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

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(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

(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 contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. 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

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made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Carissa Holland

ADDRESS: Fleet and Industrial Supply Center, Norfolk Office

Contracting Department, Code 240

1968 Gilbert Street, Suite 600

Norfolk, VA 23511

PHONE: 757-443-1338

FAX: 757-443-1424

EMAIL: carissa.holland@navy.mil

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SECTION J LIST OF ATTACHMENTS

Attachment I - Contract Data Requirements List

Attachment II - Contract Administration Plan

Attachment III - DD254, Contract Security Classification Specification