

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 29-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. 1300135380		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 francis.hufnell@navy.mil 732-323-2902 Ext. NA	CODE N68335	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

NAVAIR Aircraft Division Lakehurst  
Contracts Hwy 547 Code 2.5.2 Bldg 562-1  
Lakehurst NJ 08733-5060  
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DCMA SURFACE COMMUNICATION AND SUPPORT  
SYSTEMS PHILADELPHIA  
700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427  
PHILADELPHIA PA 19111-0427

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AMPAC, Inc. 214 North Main Street North Wales PA 19454		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4679-4Y01
		10B. DATED (SEE ITEM 13) 25-Sep-2009
CAGE CODE 7L715	FACILITY CODE 039026588	

**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)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ 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) FRANCIS J HUFNELL, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/FRANCIS J HUFNELL (Signature of Contracting Officer)	16C. DATE SIGNED 29-Sep-2009
(Signature of person authorized to sign)			

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## GENERAL INFORMATION

### POINTS OF CONTACT

The Contracting Specialist for this solicitation is:

Mallory Wuesthoff.  
Phone: (732)323-2780, Fax: (732)323-2359  
Email: [Mallory.Wuesthoff@navy.mil](mailto:Mallory.Wuesthoff@navy.mil)

The Contracting Officer for this solicitation is:

Barbara Petrzilka  
Phone: (732)323-2067  
Email: [Barbara.Petrzilka@navy.mil](mailto:Barbara.Petrzilka@navy.mil)

### SUMMARY OF CHANGES

The purpose of this modification is to delete ACRNS AS, AT, and AU under CLIN 4000 and add it to CLIN 6100. Also to change cost codes in SubClins 400006, 600001, and 610001.

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

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$531,153.96 to \$531,153.96.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400017	TBD	6,250.00	(6,250.00)	0.00
400018	TBD	5,000.00	(5,000.00)	0.00
400019	TBD	2,652.00	(2,652.00)	0.00
610002	TBD	0.00	6,250.00	6,250.00
610003	TBD	0.00	5,000.00	5,000.00
610004	TBD	0.00	2,652.00	2,652.00

The total value of the order is hereby increased by \$0.00 from \$2,388,323.65 to \$2,388,323.65.

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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
4000	Labor for the Base Year. The contractor shall provide support services in accordance with Section C. (OTHER)	22643.0 LH	\$1,379,194.15	\$41,375.82	\$1,420,569.97
400001	Funding for \$14,480.00 (TBD)				
400002	Funding for \$27,971.00 (TBD)				
400003	Funding for \$1,752.96 (TBD)				
400004	Funding for \$1,745.46 (TBD)				
400005	Funding for \$529.00 (TBD)				
400006	Funding for \$33,828.86 (TBD)				
400007	Funding for \$20,090.00 (TBD)				
400008	Funding for \$18,130.00 (TBD)				
400009	Funding for \$47,300.00 (TBD)				
400010	Funding for \$40,000.00 (TBD)				
400011	Funding for \$40,000.00 (TBD)				
400012	Funding for \$100,000.00 (TBD)				
400013	Funding for \$750.26 (TBD)				
400014	Funding for \$14,576.42 (TBD)				
400015	Funding for \$20,000.00 (TBD)				
400016	Funding for				

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\$36,098.00 (TBD)

400017 Funding for \$0.00  
(TBD)

400018 Funding for \$0.00  
(TBD)

400019 Funding for \$0.00  
(TBD)

400020 Funding for  
\$22,000.00 (TBD)

4100	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (OTHER) Option	22643.0 LH	\$1,434,361.91	\$43,030.86	\$1,477,392.77
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4200	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (OTHER) Option	22643.0 LH	\$1,491,736.39	\$44,752.09	\$1,536,488.48
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4300	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (OTHER) Option	22643.0 LH	\$1,551,405.85	\$46,542.18	\$1,597,948.03
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel for the Base Period. (OTHER)	1.0	Lot	\$91,500.00
600001	Funding for \$39,000.00 (TBD)			
6100	Material Costs for the Base Period. (OTHER)	1.0	Lot	\$876,253.68
610001	Funding for \$39,000.00 (TBD)			
610002	Funding for			

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\$6,250.00 (TBD)

610003 Funding for  
\$5,000.00 (TBD)

610004 Funding for  
\$2,652.00 (TBD)

6200 Travel Costs for 1.0 Lot \$91,500.00  
Option Period I.  
(OTHER)  
Option

6300 Material Costs 1.0 Lot \$902,336.46  
for Option Period  
I. (OTHER)  
Option

6400 Travel Costs for 1.0 Lot \$91,500.00  
Option Period II.  
(OTHER)  
Option

6500 Material Costs 1.0 Lot \$929,297.05  
for Option Period  
II. (OTHER)  
Option

6600 Travel for Option 1.0 Lot \$91,500.00  
Period III.  
(OTHER)  
Option

6700 Material Costs 1.0 Lot \$957,163.05  
for Option Period  
III. (OTHER)  
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Labor for Option Period IV. The contractor shall provide support (OTHER) Option	22643.0	LH	\$1,613,462.08	\$48,403.86	\$1,661,865.94

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Travel Costs for Option Period IV. (OTHER) Option		1.0 Lot	\$91,500.00
9100	Material Costs for Option Period IV. (OTHER)		1.0 Lot	\$985,969.83

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Option

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government estimates the labor mix and estimated man-hours of direct labor for performance of this requirement as outlined below:

Category	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Project Mgr*	1887	1887	1887	1887	1887
Sr. Scientist*	943	943	943	943	943
Sr. Engineer*	943	943	943	943	943
Scientist*	3774	3774	3774	3774	3774
Engineer*	7548	7548	7548	7548	7548
Analyst	1887	1887	1887	1887	1887
Sr. Technician	1887	1887	1887	1887	1887
Technician	3774	3774	3774	3774	3774
	22643	22643	22643	22643	22643
Travel	\$71,514	\$72,229	\$72,951	\$73,681	\$74,418
Other Direct Costs	\$60,000	\$60,600	\$61,206	\$61,818	\$62,436

Key Personnel labor categories are identified by an asterisk (\*).

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Statement of Work

#### For

#### EO and Special Mission Sensors Division

### 1.0 Introduction

The EO and Special Mission Sensors Division of the Naval Air Warfare Center has a requirement to investigate innovative sensor and signal processing systems, develop oceanographic and atmospheric models for sensor systems, perform test and evaluation of sensor systems and analyze experimental and theoretical data to validate sensor and signal processing performance. To meet these requirements, the EO and Special Mission Sensors Division is contracting expertise to perform the tasks specified below.

### 2.0 Scope

The contractor will perform research, scientific analysis, design and modification, equipment fabrication, data and signal processing, modeling, and algorithm development of non-acoustic systems and sensors. This will include the support, conduct, and/or participation in field tests to provide experimental validation of theoretical or laboratory results. The contractor will also perform program administrative functions in areas such as project and budget tracking, expense reporting, and general administrative support for team members.

The analysis tools developed under this contract, that may include algorithms, numerical simulations, models, or processing routines are intended for research and development purposes only and will not have a legacy to acquisition based programs.

### 3.0 Description of Tasks to be Performed

#### 3.1 Lidar systems investigations

3.1.1 The contractor will perform engineering design and component fabrication necessary for the development of a high pulse repetition rate, range-gated lidar intended for airborne applications. The

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system will be modeled after the Ocean Water Lidar (OWL).

3.1.2 The contractor will investigate various methods to use a lidar system to measure the inherent optical properties of seawater.

3.1.3 The contractor will perform a system trade-off analysis that relates the system attenuation coefficient as measured with a lidar system to the inherent optical properties of seawater.

3.1.4 The contractor will provide a report detailing the optimum lidar system configuration for different operational environments and missions.

### 3.2 Hybrid lidar-radar systems investigations

3.2.1 The contractor will perform basic, and as necessary, exploratory research to support the development of a hybrid lidar-radar imaging system.

3.2.2 The contractor will support the development of components (sub-systems) for the hybrid lidar-radar imaging system. This task will include the investigation of fundamental technical issues related to receiver technology for lidar-radar applications.

3.2.3 The contractor will provide engineering design, fabrication, and integration of hybrid lidar-radar imaging systems. This task will include the (1) design of analog and digital circuits that extends to microwave frequencies and (2) development of optical systems or components necessary for a hybrid lidar-radar imaging systems

3.2.4 The contractor will develop theory and an analytical model to characterize the propagation of optical signals through a highly scattering media.

3.2.5 The contractor will implement a numerical solution to predict the effect of environmental and system-specific parameters on the propagation of an optical signal through a highly scattering media.

3.2.6 The contractor will perform a system trade off study of range-gated continuous wave, amplitude modulated continuous wave, and modulated pulse systems for the detection and identification of underwater objects.

3.2.7 The contractor will develop and demonstrate innovate methods for the development, integration, laboratory testing, and operational testing of the system and/or components of a hybrid lidar-radar system.

3.2.8 The contractor will develop the theory to predict the performance of an underwater optical communications system in the presence of a highly scattering media.

### 3.3 Filter technology investigations



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3.3.1 The contractor will investigate methods and materials for the application of color holographic optical elements recording. This task will include computer design and simulations.

3.3.2 The contractor will design, construct, and test a narrowband, wide field of view, volume holographic optical element (VOHE) array for use as a filter in high altitude ASW lidar systems. The contractor will investigate the development of a spectral filter composed of an array of volume holographic gratings which can be tailored to a broad acceptance angle while maintain an extremely narrow spectral passband of 1 A or less.

3.3.3 The contractor will investigate beam-splitting technologies in order to optimize current ASW systems using a single volume holographic element.

### 3.4 Detector technology investigations

3.4.1 The contractor will evaluate new photo-detectors that are applicable to range-gated or imaging lidars and provide a detailed assessment that includes all relevant specifications (relevant to ASW) and trade-off considerations.

3.4.2 The contractor will evaluate recent developments in Neuro-Fuzzy techniques for multispectral imaging applications and provide a detailed assessment that includes performance and trade-off considerations.

3.4.3 The contractor will evaluate recent developments in ultra wideband optical-microwave technologies (relevant to ASW) and provide a detailed assessment that includes performance and trade-off considerations.

3.4.4 The contractor will perform laboratory characterization and testing of photo-detectors that may be warranted for ASW applications. This effort will be based on the outcome of the trade-off analysis.

### 3.5 Investigation of lidar systems for obstacle avoidance and landing aids

3.5.1 The contractor will investigate the feasibility of implementing a near-infrared (NIR) range-gated lidar system for characterization and mitigation of external obscurants and hazards to identify targets and early warning of airborne hazards. The system must be compact, lightweight, and operate in a wavelength safe to the human eye.

### 3.6 Magnetic detection systems investigations

3.6.1 The contractor will develop and apply innovative methods to collect, process, and display magnetic sensor data from systems such as, but not limited to, the Multi Mode Magnetic Detection System (3MDS).

3.6.2 The contractor will develop and apply appropriate methods and techniques to validate magnetic

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sensor data quality and performance. Magnetic data may be provided from airborne, ground-based, or sonobuoy-like platforms.

3.6.3 The contractor will support, conduct, and/or participate in the testing of magnetic sensor systems such as 3MDS. This testing may include laboratory evaluations, land-based and open ocean trials.

### 3.7 Oceanographic and environmental investigations

3.7.1 The contractor will evaluate methodologies, and in certain cases, the instrumentation used to measure the multi-spectral in-situ volume scattering function. This task will include a detailed assessment, highlighting limitations and trade-off considerations.

3.7.2 The contractor will support, conduct, and/or participate in oceanographic and environmental investigations in littoral and open ocean environments. This task may require coordination with other government organizations, contractors, and university scientists.

3.7.3 The contractor will develop innovative methods to collect, process, and display environmental data.

3.7.4 The contractor will support, conduct, and/or participate in airborne and land-based testing of remote sensing equipment developed under this contract or provided by other sources. This task will include the installation and testing of the remote sensing aircraft hardware in various platforms such as a P-3 aircraft or appropriate ground-based facilities such as the Pacific Missile Range Facility.

### 3.8 Real time track reconstruction, analysis, and signal processing

3.8.1 The contractor will develop appropriate programs, signal processing algorithms and methods for the reconstruction of submarine, surface ship, or aircraft positional data with various non-acoustic sensor data that may include EO, IR, lidar, magnetic, or radar. This task may include the pre-processing of the sensor data to accommodate reconstruction constraints.

3.8.2 The contractor will develop and apply appropriate methods and techniques to validate sensor system performance prior to the conduct of test reconstruction.

3.8.3 The contractor will perform real time simulation of field test data using the Reconstruction and Analysis Tool (RAT), Polarimetric Scanning Radiometer Reconstruction and Analysis Tool (PSR RAT), and Radar Reconstruction and Analysis Tool (RADAR RAT).

3.8.4 The contractor will modify and/or upgrade RAT, PSR RAT, and RADAR RAT to accommodate various sea trial geometries and analysis requirements.

3.8.5 The contractor will perform quantitative analysis of test geometries and scenario's that can be used to plan and execute field tests involving airborne, surface, or subsurface assets. This task will include a detailed assessment, highlighting limitations and trade-off considerations.

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### 3.9 Non-intrusive remote sensing systems investigations

3.9.1 The contractor will develop innovative methods to conduct non-intrusive inspections using airborne and ship borne remote sensing systems. This task will include a detailed assessment of data quality as well as real time and post collection automatic and guided detection and signature analysis.

3.9.2 The contractor will provide subject matter expertise on non-intrusive inspection systems and operations used in the detection of concealed materials.

### 3.10 Reconnaissance, surveillance, and targeting systems investigations

3.10.1 The contractor will develop appropriate models and conduct simulations of electro-optical, thermal imaging, and search sensors for airborne reconnaissance, surveillance, targeting, and damage assessment. This task will include a detailed assessment, highlighting limitations and trade-off considerations.

3.10.2 The contractor will update the models as necessary based on evolving target signature definitions and assessment results.

3.10.3 The contractor will develop and demonstrate methods for tracker automation and confirmatory target identification.

3.10.4 The contractor will develop and implement data analysis techniques for multispectral and hyperspectral sensors that could be used for ASW, ASUW, and other C4ISR related missions.

### 3.11 Environmental and target phenomenology investigations

3.11.1 The contractor will conduct basic and/or exploratory research to determine the important physics, chemistry, biological, radiological, atmospheric, and oceanographic phenomena associated with submarine operations that may generate a detectable signature.

3.11.2 The contractor will develop and exercise appropriate models to assess important signal characteristics and their relevance to detection probability.

3.11.3 The contractor will develop and demonstrate analytical techniques to characterize the ionosphere using three-dimensional tomography derived from the GPS L1 and L2 frequencies.

3.11.4 The contractor will develop appropriate theory to describe the phenomenology associated with target passage and its effect on the column between the water surface and ionosphere.

3.11.5 The contractor will provide recommendations that may include both small scale and full scale validation experiments to corroborate theoretical results. If warranted, the contractor will conduct small

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scale experiments to gain insight into target related signal generation.

### 3.12 Technical support and management

3.12.1 The contractor will provide appropriate technical and management support necessary to insure efficient and timely completion of the tasks delineated in the SOW. This will include managing aspects of each task such as mission travel arrangements, equipment and supply purchase and routing, special project needs requiring document or data research, and other related functions not considered general and administrative.

3.12.2 The contractor will provide detailed and sufficient documentation, reports, PowerPoint presentations, and manuals as required for the tasks delineated in the SOW.

3.12.3 The contractor will modify/update information and reporting systems and adapt them as necessary for specific project requirements.

3.12.4 The contractor will maintain, update, and exercise the applicable system architectures necessary for the efficient and timely execution of all activities and/or projects delineated in this SOW.

## **4.0 Schedule**

### 4.1 Progress and Status Report

The contractor shall prepare and submit a monthly report as a supplement to each Standard Form 1034 presented for payment. Monthly reports will be due 15 days after the end of each month. The report will cover the term for which the invoice is submitted and will include the following information when applicable:

(1) Identification Elements:

- (i) Contract, Invoice and Control Numbers
- (ii) Contractor's Name and Address
- (iii) Date of Report
- (iv) Reporting (invoicing) Period

(2) Invoice Description Elements. For each invoice, the report will include:

- (i) Invoice number
- (ii) Number of hours and labor categories as awarded in invoice.
- (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor

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categories and specific individuals utilized and the amount of labor hours expended by each.

- (iv) Labor hours, by labor category anticipated to be required for completion of invoice.
- (v) Description of efforts accomplished during the reporting period.
- (vi) Extent of travels, including purpose of travel, identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.
- (vii) List of materials and other direct cost items expended in performance of the invoice during the reporting period.
- (viii) Summary of work performed during the reporting period.
- (ix) The same information as specified in items (i) through (vii) above is required for any subcontractor performance on the invoice.

4.1.2 Each report will address each element of paragraph (2) above. Where the element is not applicable, the report will so state.

4.1.3 Each period of performance and associated labor hours of the contract will stand-alone. Accordingly, when a new period begins, the labor, travel, and material will be reported for each performance period. Material's must have prior approval from COR or TPOC.

4.1.4 Distribution of the report shall be one (1) copy to both Contraction Officer's

Representative (COR) and TPOC. Additional requirements may be established in a DD Form 1423, Contact Data requirements List.

4.1.5 The COR will receive this report, and copies of the invoice are retained.

## **5.0 Performance Requirements**

### **5.1 DATA**

Data items A001 and A002 apply to this requirement; see DD Form 1423 entitled "Contract Data

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Requirements List". The Government, will perform inspection and acceptance of invoices and quality assurance of the Contractors performance.

## 5.2 Government Furnished Resources

N/A

## 5.3 Place/Period of Performance

The investigation will take place at the Navel Air Warfare Center, building 2185 and 2187. The period of performance of this task shall be one base and four option years for a period of five years.

## 5.4 Travel Requirements

Travel to professional conferences, and on field test and site visits shall be permitted on a case-by case basis and funds permit.

## 5.8 Security Requirements

Only the Computer Analyst will require access up to TOP SECRET level. All classified work will be performed by the Analyst, and only at designated government sites. All Classified information, either verbal or written must be protected in accordance with appropriate security guidelines. The Contracting Facility Security Officer, or ASAP Site Security Manager must provide security training.

All other work generated under this contract will be accomplished at the Contractor site at the UNCLASSIFIED level. Some of the UNCLASSIFIED work will be treated as FOR OFFICAL USE ONLY (FOUO). FOUO technical documents MUST be marked with the proper distribution statement in accordance with SECNAVINST 5510.36, Chapter 8. Distribution statement F: Further dissemination only as directed by ASAP COR or Program Manager, Naval Air Warfare Center Aircraft Division, Code 4.5.6 Patuxent River, MD 20670, Sept. 1, 2008 or higher DoD authority. Further reproduction or dissemination is not authorized without written approval by ASAP COR or Program Manager, Naval Air Warfare Center Aircraft Division, Code 4.5.6, Patuxent River, MD 20670

For Official Use Only information generated and /or provided under this contract will be safeguarded as specified in DoD 5400.7-R, Chapters 3 and 4.

While performing aboard NAWCAD sites, the Contractor will comply with the provisions of

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NAWCADINST 3434.1. At all other sites, the Contractor will comply with the local command and/or program OPSEC plan.

Review or access to proprietary information from other contractors may be required at conferences and/or meetings. Personnel involved in the project may be required to sign a non-disclosure agreement.

All travel outside the United States of America must be reported to ASPA Site Security Manager or COR.

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## SECTION D PACKAGING AND MARKING

ITEMS 4000 THROUGH 6200 AND OPTION ITEMS 6300 THROUGH 9100- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

### 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 January 1995.

### HQ D-2-0008 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 of the contractor

(2) contract number

(3) task order number

(4) sponsor \_\_\_\_\_

(Name Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City & State)



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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

The Task Order Manager (TOM) will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The Quality Assurance Plan (QASP) for this task order includes the TOM performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the TOM for technical accuracy of deliverables, the general quality of services, timeliness, cost control, the contractor's responsiveness to customers, and team stability and cooperation with other IDIQ holder terms.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 01 October 2009 - 30 September 2010.

The Period of Performance for Option Period I is 01 October 2010 - 30 September 2011.

The Period of Performance for Option Period II is 01 October 2011 - 30 September 2012.

The Period of Performance for Option Period III is 01 October 2012 - 30 September 2013.

The Period of Performance for Option Period IV is 01 October 2013 - 30 September 2014.

### F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 7 days before the end of the current period of performance; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

If the Government exercises an option, the extended order shall be considered to include this option provision.

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

### 52.217-5 Evaluation of Options

#### Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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## SECTION G CONTRACT ADMINISTRATION DATA

### TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Ordering Officer hereby appoints the following individual as the Task Ordering Manager (TOM) for this Task

Name: John G. Gibbons

E-mail: john.gibbons@navy.mil

Mailing Address: Office # 2185, Patuxent River, MD 20670

Telephone: (301) 342-2043

(b) The TOM is responsible for those specific functions assigned in the Task Order manager appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

### SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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:

ESTIMATED

ITEM (\$) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

<u>Cost</u>	<u>Fee</u>	<u>Total</u>	
[\$518,360.21]	[12,793.75]	[\$531,153.96]	[__09/25/09-09/24/10____]

(To be provided at the task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [\_\_\_\_\_] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total \$531,153.96

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(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 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, 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 the size of files per invoice is 5 megabytes.

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

WAWF Invoice Type: Access the following web site for information on invoice types:[http://www.wawftraining.com/courses/\\_content\\_package/content\\_files/menuTree.html](http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html)- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N68335.

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable):

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):

Acceptor DODAAC (if applicable): \*\*Organization that Government Acceptor Works for

Local Processing Office:N/A (Leave blank)

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 12 of Task Order front page.

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(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name Email Phone Role

```

Accounting Data
SLINID  PR Number      Amount
-----
400001  130013495000008    14480.00
LLA :
AA 1781319 W3MD 000 RA329 0 068342 2D 000000 0291600025T0

400002  130013495000001     27971.00
LLA :
AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000277680

400003  130013495000002     1752.96
LLA :
AC 97X4930 NH2A 255 77777 0 050120 2F 000000 A10000277680

400004  130013495000003     1745.46
LLA :
AD 97X4930 NH2A 255 77777 0 050120 2F 000000 A20000277680

400005  130013495000004     529.00
LLA :
AE 97X4930 NH2A 255 77777 0 050120 2F 000000 A30000277680

400006  130013495000005     33828.86
LLA :
AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A40000277680

400007  130013495000006     20090.00
LLA :
AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A50000277680

400008  130013495000007     18130.00
LLA :
AH 97X4930 NH2A 255 77777 0 050120 2F 000000 A60000277680

400009  130013495000009     47300.00
LLA :
AJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A70000277680

400010  130013495000010     40000.00
LLA :
AK 97X4930 NH2A 255 77777 0 050120 2F 000000 A80000277680

400011  130013495000011     40000.00
LLA :
AL 97X4930 NH2A 255 77777 0 050120 2F 000000 A90000277680

400012  130013495000012     100000.00

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LLA :  
AM 97X4930 NH2A 255 77777 0 050120 2F 000000 B00000277680

400013 130013495000013 750.26

LLA :  
AN 97X4930 NH2A 255 77777 0 050120 2F 000000 B10000277680

400014 130013495000014 14576.42

LLA :  
AP 97X4930 NH2A 255 77777 0 050120 2F 000000 B20000277680

400015 130013495000015 20000.00

LLA :  
AQ 97X4930 NH2A 255 77777 0 050120 2F 000000 B30000277680

400016 130013537100001 36098.00

LLA :  
AR 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283680

400017 130013538000001 6250.00

LLA :  
AS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

400018 130013538000002 5000.00

LLA :  
AT 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

400019 130013538000003 2652.00

LLA :  
AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

400020 130013510300001 22000.00

LLA :  
AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000279692

600001 130013510300001 39000.00

LLA :  
AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000279692

610001 130013510300001 39000.00

LLA :  
AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000279692

BASE Funding 531153.96  
Cumulative Funding 531153.96

MOD 01

400017 130013538000001 (6250.00)

LLA :  
AS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

400018 130013538000002 (5000.00)

LLA :  
AT 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

400019 130013538000003 (2652.00)

LLA :  
AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

610002 130013538000001 6250.00

LLA :  
AS 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

610003 130013538000002 5000.00

LLA :  
AT 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

610004 130013538000003 2652.00

LLA :  
AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000283963

MOD 01 Funding 0.00  
Cumulative Funding 531153.96

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

### 5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

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

(c) The contractor agrees that during the first six months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (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, information regarding the full financial impact of the change, 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 to or higher than the qualifications of the person being replaced.

(e) In the event 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 offeror 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 offeror, 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 task 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

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Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

#### SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired). All PA employees must be computer literate.

#### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

#### SOURCE DATA LANGUAGE SPECIAL PROVISION

The Contractor understands and agrees that the data and information, including source code, provided by the Government for analysis under this contract is for the contractor's use in performance of the efforts under this contract only. The Contractor agrees that it will not release, display, or disclose the Government provided data and information, including service code, to persons outside its company without the express written permission of the Contracting Officer. The Contractor will ensure it has sufficient operating procedures and physical security measures designed to protect the Government-furnished data and information, including source code, from inadvertent release or disclosure to unauthorized third parties.



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## **SECTION I CONTRACT CLAUSES**

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

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## **SECTION J LIST OF ATTACHMENTS**

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Cost Summary Format

Staffing Plan

For Official Use Only

Supporting Cost Data

DD 254 DoD Contract Security Classification Specification

Contract Data Requirement List (CDRL)

OPSEC PLAN DID