

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4523		2. DELIVERY ORDER NO. FC01		3. EFFECTIVE DATE 03/30/2007		4. PURCHASE REQUEST NO. N00164-07-NR-55004													
5. ISSUED BY NSWC, CRANE DIVISION Jesse R Mechinus 0561 300 Highway 361 - Building 64 Crane, IN 47522-5001 jesse.mechinus@navy.mil 812-854-3554 Ext.				CODE N00164				6. ADMINISTERED BY DCMA SANTA ANA 34 CIVIC CENTER PLAZA, ROOM 813A SANTA ANA, CA 92701											
7. CONTRACTOR Referentia Systems Incorporated 550 Paiea Street #236 Honolulu, HI 96825-0000				CODE 1GUD0		FACILITY		8. DELIVERY DATE See Section F											
						9. CLOSING DATE/TIME													
						SET ASIDE TYPE													
						10. MAIL INVOICES TO See Section G													
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381															
13. TYPE OF ORDER		<input checked="" type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.															
<p>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.</p> <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;">Referentia Systems Incorporated</td> <td style="width:50%; border:none;">Larry Lieberman,</td> </tr> <tr> <td style="border:none;">NAME OF CONTRACTOR</td> <td style="border:none;">SIGNATURE</td> </tr> <tr> <td style="border:none;"></td> <td style="border:none;">Director of Communic</td> </tr> <tr> <td style="border:none;"></td> <td style="border:none;">TYPED NAME AND TITLE</td> </tr> <tr> <td style="border:none;"></td> <td style="border:none;">DATE SIGNED</td> </tr> </table>										Referentia Systems Incorporated	Larry Lieberman,	NAME OF CONTRACTOR	SIGNATURE		Director of Communic		TYPED NAME AND TITLE		DATE SIGNED
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14. ACCOUNTING AND APPROPRIATION DATA See Section G																			
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*		18. UNIT	19. UNIT PRICE	20. AMOUNT										
See the Following Pages																			
*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.				21. UNITED STATES OF AMERICA By: Richard L. McGarvey				04/12/2007	22. TOTAL \$16,556,107.00										
						CONTRACTING/ORDERING OFFICER													

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

ADMINISTRATIVE:

Note an administrative change, as requested by the RTA, was made to SOW paragraph 5.5 Progress Report/Program Review A006

FROM:

5.5 Data Item Progress Report/Program Review A006
The Contractor is required to submit a Progress Report/Program Review. The first submission is due NLT the 15th day following the end of the first full reporting month ACA.

TO:

5.5 Data Item Progress Report/Program Review A006
The Contractor is required to submit a Progress Report/Program Review. The first submission is due as directed in a TI.

Note an administrative change was made to SOW paragraph 6.2 to add contact information for the TOM and TPOC.

INCREMENTAL FUNDING

The total estimated amount of this task order is \$29,564,126.00. The total potential period of performance is five years with a two-year basic period of performance and three one-year award terms. The task order type is cost plus fixed fee.

FUNDING INFORMATION

The total funded amount currently available for payment is \$4,583,000. Of the \$4,583,000 being applied, \$3,626,448.65 of it is being applied to Labor which is CLIN 1000 Labor. Of the \$4,583,000 being applied, \$956,551.35 of it is being applied to ODC's which is CLIN 3000 ODC.

Information SLINS, as shown below, are added to provide the incremental funding for labor only and ODC's.

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of \$4,583,000 unless additional funds are made available and incorporated as a modification to this task order.

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

Labor Information SLINs for CLIN 1000 -

TYPE	ACRN	SLIN	REQN	TI	TOTAL
Direct Labor	A1	100001	62998830		\$3,626,448.65

ODC Information SLINs for CLIN 3000 -

TYPE	ACRN	SLIN	REQN	TI	TOTAL
ODC	A1	300001	71029277		\$956,551.35

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Non-Personal services providing a broad range of engineering support to all aspects of military operations, national security, acquisition and logistics to various organizations within the government in accordance with the Statement of Work in Section C. Year one of the basic two-year period of performance. (TBD)	1.0 Lot	\$7,037,786.00	\$514,248.00	\$7,552,034.00

100001 Incremental funding for CLIN 1000 in the amount of \$3,626,448.65 ACRN A1

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Non-Personal services providing a broad range of engineering support to all aspects of military operations, national security, acquisition and logistics to various organizations within the government in accordance with the Statement of Work in Section C. Year two of the basic two-year period of performance. (TBD)	1.0 Lot	\$6,926,890.00	\$554,151.00	\$7,481,041.00

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Non-Personal services providing a broad range of engineering support to all aspects of military operations, national security, acquisition and logistics to various organizations within the government in accordance with the Statement of Work in Section C. Year Three: Award Term-1. (TBD) Option	1.0 Lot	\$3,600,859.00	\$288,069.00	\$3,888,928.00

3000	Other Direct Cost in Support of CLIN 1000 Year	1.0 Lot	\$758,888.00		
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one of the
two-year basic
period of
performance.
(TBD)

300001 Incremental
funding for CLIN
1000 in the
amount of
\$956,551.35 ACRN
A

3100 Other Direct Cost 1.0 Lot \$764,144.00
in Support of
CLIN 1100 Year
two of the
two-year basic
period of
performance.
(TBD)

3200 Other Direct Cost 1.0 Lot \$766,113.00
in Support of
CLIN 1200 Year
Three: Award
Term-1. (TBD)
Option

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Non-Personal services providing a broad range of engineering support to all aspects of military operations, national security, acquisition and logistics to various organizations within the government in accordance with the Statement of Work in Section C. Year Four: Award Term-2. (TBD) Option	1.0	Lot	\$3,744,895.00	\$299,592.00	\$4,044,487.00

4000 Non-Personal
services
providing a broad
range of
engineering
support to all
aspects of
military
operations,
national
security,
acquisition and
logistics to
various
organizations
within the
government in
accordance with
the Statement of
Work in Section
C. Year Four:
Award Term-2.
(TBD)
Option

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	Non-Personal services providing a broad range of engineering support to all aspects of military operations, national security, acquisition and logistics to various organizations within the government in accordance with the Statement of Work in Section C. Year Five: Award Term-3. (TBD) Option	1.0	Lot	\$2,593,616.00	\$207,489.00	\$2,801,105.00

4100 Non-Personal
services
providing a broad
range of
engineering
support to all
aspects of
military
operations,
national
security,
acquisition and
logistics to
various
organizations
within the
government in
accordance with
the Statement of
Work in Section
C. Year Five:
Award Term-3.
(TBD)
Option

6000 Other Direct Cost 1.0 Lot \$753,693.00
in Support of
CLIN 4000 Year
Four: Award
Term-2. (TBD)
Option

6100 Other Direct Cost 1.0 Lot \$753,693.00
in Support of
CLIN 4100 Year
Five: Award
Term-3. (TBD)
Option

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The solicitation POC is: Mr. Jesse Mechinus, telephone (812) 854-3554, facsimile (812) 854-3184, email: jesse.mechinus@navy.mil or alternate Mr. Richard McGarvey, telephone (812) 854-3680, email: richard.mcgarvey@navy.mil.

The Government intends to award a Cost Reimbursement Plus Fixed Fee Award Term type task order. Specific tasking for performance shall be provided to the contractor via issuance of Technical Instructions (TI)

In accordance with FAR 52.219-18 this requirement is reserved for eligible 8(a) concerns.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

This statement of work (SOW) is for Tactical Software Development and includes, but is not limited to, applying the core capabilities of the contractor to meet DoD needs as directed. These core capabilities include project and program management, systems architecture and engineering, software development, visual user interface design, network and information security, training and support services, intelligent decision exploration and interactive media/e-learning services. The scope also includes performance of independent technical studies and analyses, conduct site surveys and field data collection, evaluation of agency initiatives, system demonstrations, tests and validation and verification, collaborative computing, information sharing to establish virtual environments for rapid development and deployment of information, training technologies, basic and applied research and support in areas of information technologies, supported systems, weapons platforms. Tasking will also be in the areas of modeling and simulation. The contractor may also perform structured engineering studies, develop engineering total cost of ownership analysis tools, and leverage technologies from other Government organizations and programs. The contractor may also set forth the effort to procure, modernize, integrate, test, demonstrate, and install network security products and technologies.

1.1 Background

There is a need by Federal Agencies and Departments for a vast array of systems to support all aspects of military operations, national security, acquisition and logistics. The contractor will help agencies to maintain high quality requirements analysis, modeling and simulation capabilities, as well as to perform system integration, web development, database integration, visualization and information technology infrastructure modernization. Infrastructure also includes facilities, computer systems, management systems and expertise for classified and sensitive information. The contractor proposes applying its capabilities to address specific DoD goals and objectives as directed by the government. The contractor's vision also addresses how coalition network users can access one or more security enclaves using a common network fabric to access and manage information content.

2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/contract (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto.

3.0 TASKING REQUIREMENTS

3.1 Program Management

The contractor shall develop a Program Management Plan (CDRL A002) that will include at a minimum: Summary of the overall technical approach and tasks that will be performed throughout the project, Plan of Action and Milestones (POAM) (CDRL F001). Contractor shall conduct Program Reviews (CDRL A006); provide a Work Breakdown Structure (CDRL B002); submit Monthly Status Reports (CDRL A001). Contractor shall submit financial reports (CDRL B001), and conduct In-progress technical reviews (CDRLs A003, A004, A005). Contractor shall submit Meeting Minutes/Trip Report (CDRL A005). Contractor shall submit a Final Technical Report (CDRL F002). All tasking shall be assigned via issuance of a Technical Instruction letter (TI).

3.2 Prototype Systems Procurements, Engineering, Testing, Integration and Demonstration

3.2.1 Combined Enterprise Regional Information Exchange System (CENTRIXS) Bilateral Network. The contractor shall work with USPACOM and other government agencies to develop a bilateral community of interest using the Agile Coalition Environment (ACE) technologies where applicable. This community will consist of the United States and a partner nation to be determined by USPACOM during the life of the contract. Specific nodes will be located at Headquarters US Pacific Fleet, Headquarters US PACOM and overseas sites to be determined. This network should host standard CENTRIXS services and any analysis tools as necessary. Contractor shall submit a Final Technical Report (CDRL F002).

3.2.2 Trusted Personnel Identification and Authentication System (TPIAS) Phase IV. The contractor shall enhance the ACE application environment by adding secure access paths to the DODIIS, GCCS, SAML-aware applications and Collaboration application integration with Cryptek's VDL technology for the US warrior. The contractor shall leverage the DISA's Global Directory Service and move the Biometric server (LENEL) to host nation repositories enhancing the TPIAS Enclave environment. The contractor shall support the latest IPsec cryptographic modes in conjunction with AES encryption. These additional cryptographic modes should satisfy the National Security Agency (NSA) and other accreditation bodies to trust the Agile VPN to separate traffic over a shared internetworking infrastructure. The contractor shall also add IP next generation (IPv6) to the Agile VPN device. The contractor shall update Ultra-Thin Client (UTC) devices so that the encryptor and Sunray board are interconnected via Ethernet. The contractor shall add workstation types that can support access to multiple enclaves at the same time. The contractor shall obtain NSA certifications including FIPS certification on the AES-based Agile VPN device, Common Criteria for the new Cryptek Manager and AES-based devices and TPIAS Security Target Development (System-Level Evaluation). Contractor shall submit a Final Technical Report (CDRL F002).

3.2.3 Agile Coalition Information Sharing Project
The contractor shall demonstrate a solution and related capabilities to both share and protect information among our allies and security cooperation partners. This capability will allow for collaboration and data exchange based on security policy guidelines and accepted exchange standards. These standards will be reflected in terms of information object tagging as well as information common language. In the international and joint arenas, data can be exchanged and disseminated based on roles, event driven dissemination needs and security domain, or cross-domain policies. The proposed solution shall employ the use of data tagging, and protection of this data while in motion and at rest.

Protection of data-at-rest will provide an added layer of security for information content, and will allow for protection of the entire information base and/or the protection of each information object. The level of sufficiency and assurance for these at rest protection mechanisms will dictate the role this security mechanism will play in enabling information content management and selective information sharing.

The contractor shall conduct a requirements and technologies analysis, and shall integrate and develop appropriate technologies and capabilities to demonstrate the protected data sharing and information based dissemination concept.

The contractor shall evaluate data-at-rest protection mechanisms and shall incorporate a solution for demonstrating this capability as a defense in depth, information content management capability. The contractor provided solution shall use TPIAS as the common identity management system. This information will be supplied in the Final Technical Report (CDRL F002).

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3.2.4 Joint Task Force -Homeland Defense Information Exchange Project
The contractor shall provide USARPAC & JTF-HD with a web-enabled information sharing capability that supports the JTF-HD Commander in performance of the Defense Support of Civil Authorities (DSCA) mission. The contractor shall provide/integrate and deploy a solution to USARPAC to improve its ability to share information with federal, state, and local agencies as well as Non Governmental Organizations (NGOs) and Private Venture Organization (PVOs). ACE will provide an information sharing capability that includes a Common Operational Picture (COP) provided by the integration of a USARPAC selected Incident Management software package, a restricted access portal, and identity management. The information sharing capability shall be accessible by federal, state and local agencies and NGOs/PVOs, enabling all users to share a common view and allowing a high degree of information sharing and collaboration.

The contractor shall deploy a restricted access portal that provides access to a Common Operational Picture (COP) provided by USARPAC Incident Management System.

The contractor shall deploy an identity management solution that facilitates information sharing between USARPAC and other agencies while providing the JTF-HD Commander with complete and flexible control of which users are able to access JTF-HD information.

All contractor-supplied capabilities shall be hosted on a server farm which provides direct access to the Internet. The government will provide a space to host the server farm and the Internet connection. The contractor will complete a Final Technical Report (CDRL F002).

3.2.5 Pacific TPIAS Integration Center (PTIC) Project

The contractor shall provide a Pacific TPIAS Integration Center that includes a Full time dedicated room and server farm for development and demonstration of ACE and TPIAS. The contractor shall develop a scenario that can be used by USPACOM to demonstrate the capabilities of ACE and TPIAS.

The contractor shall evaluate the environment for the testing and integration of ACE projects and potential ACE technologies. The evaluation environment should provide realistic simulation of real world network traffic, serve as a test bed for patch update testing and bug fixes, and allow for practical evaluation of current ACE/TPIAS capabilities, new projects, and proposed technologies. The contractor shall demonstrate this capability by evaluating the use of various ultra thin/thin client types including clients operating as a non-persistent Virtual Machine emulating a thin client (e.g. NetTop, Nytor, etc). The contractor will complete a Final Technical Report (CDRL F002).

3.5 System Training and Education

The ACE program seeks not only to procure and field the demonstration of needed systems and capabilities, but also to educate system users, system administrators and command authorities on the valuable features of the ACE state of the art solutions. Training and education materials are essential for this purpose. The contractor shall deliver the necessary training materials associated with those products procured as part of this statement of work to ensure that the features and concepts of the system products and functions are clearly understood, used, and maintained appropriately (CDRL A009).

3.6 Intelligent Decision Exploration

The contractor may guide acquisition efforts and future capabilities directions by quantitatively analyzing large numbers of variables or parameters in a short amount of time. This is especially relevant to programs investigating new technologies or operational concepts that have no pre-existing basis in the military. To accomplish this, an initial analysis must "dig wide, not deep" and focus on simplified concept or system models with many variables rather than detailed models

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with few variables. This concept is intended to provide a rapid turnaround analysis capability for new and future concepts and technology spending. It is expected that Intelligent Decision Exploration will also provide a specific focus on autonomous vehicle/sensor development.

4.0 GOVERNMENT FURNISHED INFORMATION

As required, technical information and operational requirements will be supplied, via issuance of a TI, to complete the identified tasking.

5.0 DATA DELIVERABLES

Required data deliverables shall be developed and provided as specified on the approved CDRL (DD Form 1423). The contractor shall provide the following deliverables for this contract

SOW PARA	Title of Data Item	CDRL	Authority Due Date/Frequency
3.1	Status Report	A001	DI-MGMT-80368 Monthly
3.1	Program Management Plan	A002	DI-MGMT-80004 30 DAC
3.1	Conference Agenda	A003	DI-ADMN-81249A ASREQ
3.1	Conference Presentation Materials	A004 DI-ADMN-81250A ASREQ	
3.1	Report (Record of Meeting/Minutes)	A005 DI-ADMN-81505 ASREQ	
3.1	Progress Report/Program Review	A006 DI-ADMN-80368 ASREQ	
3.5	Training Materials	A009	DI-ILSS-80872 TBD
3.1	Funds and Man-hour Expenditure Report B001 DI-FNCL-80331 Monthly		
3.1	Contract Work Breakdown Structure	B002 DI-MGMT-81334 30 DAC	
3.1	Plan of Action and Milestones (POAM)	F001 See CDRL	30 DAC

3.2.1, 3.2.2 3.2.3, 3.2.4, 3.2.5 Technical Report / Proof of Concept Future Capabilities and Acquisition Analysis Tool executable/
Proof of Concept Mission Planning Tool executable/ Final Report and demonstration F002 DI-MISC-80508A Draft 45 DAC

6.1	OPSEC Plan	F003	DI-MGMT-80934	TBD
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5.1 Data Item Status Report A001

Contractor's progress, Status and Management Report. The Contractor shall prepare and submit a summary progress and status report on a monthly basis (NLT 15 Calendar DOM), which summarizes the events, problems, progress and status of overall contract management initiatives and issues for the subject period.

5.2 Data Item Program Management Plan A002

Contractor's Program Management Plan. The Contractor shall prepare and submit a program management plan that describes how the project will be planned, organized, executed and controlled. It shall include information on the project background, functionality and scope, program organization and planning, management control, requirements and configuration management and contracting. The draft shall be due 1 MAC. 30 days for Government review and

approval. Government approval if comments are not returned within 30 days. The final is due 3 MAC.

5.3 Data Item Conference Agenda/Presentation Materials A003/A004
As requested, the contractor shall provide a conference agenda and presentation materials to all conference attendees. The agenda will be provided to TPOC and NSWC Crane Program Officer for approval a minimum of 3 weeks prior to conference for review. The agenda will be provided to conference attendee's at least one week prior to start of conference. The Presentation Materials are required for each Review or TIM. Presentation Material shall be provided to conference attendee's no later than two weeks following close of conference.

5.4 Data Item Report (Record of Meeting Minutes) A005
The Contractor is required to submit a Record of Meeting Minutes for each Review or TIM. Minutes shall be provided to conference attendee's no later than one week following close of the conference.

5.5 Data Item Progress Report/Program Review A006
The Contractor is required to submit a Progress Report/Program Review. The first submission is due as directed in a TI.

5.6 Data Item Training Materials A009
The Contractor shall provide Draft Training materials to Government TPOC for review and comment 12 weeks ACA. Government approval if comments not returned within 7 days. The final due 7 days after Government comments received. The review and approval times shall be the same for each revision as required for the initial version. A "hard copy" Training Manual shall be provided to each student trained.

5.7 Data Item Funds and Man-hour Expenditure Report B001
The Contractor shall provide a monthly Funds and Man-hour Expenditure report. The report will include the following information for each Contractor employee assigned to the task and a summary for each tasking within the Task Order (TO).

- a. TO or Modification Number
- b. Labor Category
- c. Calendar dates of the report period.
- d. Authorized Period of Performance, e.g., 10/1/2006 through 3/12/2007
- e. Customer/Department
- f. Contractor's Manager/Task Leader/Resource Leader Full Name
- g. Total "Authorized" Funding
- h. Total "Cumulative to Date" Costs
- i. Total "Current Reporting Period" Costs
- j. Percent of Authorized Funding Expended to Date
- k. Total "Authorized" Labor Hours
- l. Total "Cumulative to Date" Labor Hours
- m. Total "Current Reporting Period" Labor Hours
- n. Percent of Authorized Labor Hours Expended to Date
- o. Unfunded Costs
- p. Funded Costs
- q. Balance of funded Dollars with Obligations
- r. Summary of Events, Problems and Status of Task for Reporting Period

5.8 Data Item Plan of Action and Milestones (POAM) F001

The Contractor shall provide a Plan of Action and Milestones report. The POAM shall include descriptions of all planned activities, deliverable descriptions, milestones and schedules for completion of this effort. The first submission is due NLT the 15th day following the end of the first full reporting month ACA.

5.9 Data Item Technical Reports F002

As requested, the Contractor shall provide various Technical Reports. These technical reports shall outline Proof of Concept Future capabilities and Acquisition Analysis Tool, Proof of Concept Mission Planning Tool and the Final Report with demonstration results. The first Draft is due 45 days after Task Order award. 30 days for Government review and approval. Government approval if comments not returned within 30 days. The final is due 1 month after Government comments received. Request for revisions will be directed by TOM approved TDL. The review and approval times shall be the same for each revision as required for the initial version.

5.10 Data Item OPSEC Plan F003

The Contractor shall provide a plan for the identification, control and protection of unclassified evidence or data related to this effort. The plan shall include identification of information, a threat analysis, a vulnerability analysis, an assessment of risks and an application of appropriate measures.

6.0 SPECIAL CONSIDERATIONS.

6.1 Security Requirements.

The contractor shall provide functional support services and be responsible for the appropriate conduct involving Secret, Operational Security (OPSEC) and For Official Use Only (FOUO) Information. Specific requirements above and beyond the basic DD254 will be provided on a case-by-case basis. The contractor shall provide an OPSEC Plan (CDRL F003).

6.2 Contract and Technical Points of Contact

The following points of contact are provided:

TOM Point of Contact

Cheryl A. Holbrook,
NAVSEA Crane Division - Code 606
P.O. Box 948
Hanapepe, HI. 96716
Telephone: 808-635-6194
Email: cheryl.holbrook@navy.mil

TPOC Point Of Contact

Barbara Hays
300 Highway 361
Building 41-NC, 3rd Floor
Crane, IN 47522
Telephone: 812-854-8563
Email: barbara.hays@navy.mil

7.0 DATA RIGHTS

7.1 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the US government and will be delivered without proprietary markings. The government shall have Government Purpose rights for all Data associated with this contract.

8.0 PLACE OF PERFORMANCE

8.1 Place of performance and Travel

The primary place of performance is Camp H.M. Smith, HI. Work and travel requirements to include the following locations: USPACOM, Camp H.M. Smith, HI; NSWC Crane: Crane-IN; and Federal Agencies in and around the Washington DC area. Travel may be required between these and other locations mutually agreed upon between the Government and the contractor. The contractor shall submit a trip report (CDRL A006) after each trip.

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9.0 PERFORMANCE BASED SOW

The performance criteria, standards, and assessment methods anticipated for this effort are included in the following table:

Performance Criteria, Standards, and Assessment Methods

Performance Criteria
 Performance Standard (AQL)
 Performance Assessment

Progress Reports as prescribed by SOW

Contractor provides progress Reports complete and free of errors in a timely manner. Random inspection and customer satisfaction questionnaire.

All documents as prescribed by SOW

Contractor shall ensure all documents are professional in appearance, free of grammatical and typographical errors and depict accurate information. Random inspection and customer satisfaction questionnaire

Quality of service

Quality of services meets or exceeds TO requirements 95% of the time
Random inspection and customer satisfaction questionnaire

Customer liaison

Facilitates effective task performance
Random inspection and meetings between Contractor and TOM

10.0 ACRONYM LIST

ACA After Contract Award
ACE Agile Coalition Enclave
CENTRIXS Combined Enterprise Regional Information Exchange System
CDRL Contract Data Requirements List
COP Common Operational Picture
COR Contract Office's Representative
COTS Commercial-off-the-Shelf
DODISS Department of Defense Index of Specifications
DSCA Defense Support of Civil Authorities
FMECA Failure Mode, Effects and Criticality Analysis
FOUO For Official Use Only
GFE Government Furnished Equipment
GFI Government Furnished Information
GFM Government Furnished Material
GOTS Government-off-the-Shelf
ICD Interface Control Document
ILS Integrated Logistics Support
IV&V Independent Verification and Validation
LORA Level of Repair Analysis
MAC Month After Contract
NSA National Security Agency
NSWC Crane Crane Division, Naval Surface Warfare Center
OPSEC Operational Security
PTIC Pacific TPIAS Integration Center
POAM Plan of Action and Milestones
QM Quality Management
R&D Research and Development
RFP Request for Proposal
SME Subject Matter Expert
SOW Statement of Work

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T&E Technical and Engineering
TDL Technical Direction Letter
TIM Technical Interchange Meeting
TO Task Order
TPOC Technical Point of Contact
TPS Test Program Sets
TPIAS Trusted Personal Identification and Authorization Service
VPN Virtual Private Network
USPACOM United States Pacific Command
UTC Ultra-Thin Client
WBS Work Breakdown Structure

SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data.

The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

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

SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000 3/30/2007 - 3/29/2008
1100 3/30/2008 - 3/29/2009
3000 3/30/2007 - 3/29/2008
3100 3/30/2008 - 3/29/2009

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

1200 3/30/2009 - 3/29/2010
3200 3/30/2009 - 3/29/2010
4000 3/30/2010 - 3/29/2011
4100 3/30/2011 - 3/29/2012
6000 3/30/2010 - 3/29/2011
6100 3/30/2011 - 3/29/2012

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
100001		3626448.65
LLA :		
A1 AA 1761810 42JD 312 00019 0 050119 2D 000000 AIR30F131700		
Reqn. # 62998830		
300001		956551.35
LLA :		
A1 AA 1761810 42JD 312 00019 0 050119 2D 000000 AIR30F131700		
Reqn. # 71029277		

SECTION G CONTRACT ADMINISTRATION DATA

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

TASK ORDER MANAGER (TOM)

Task Order Manager
Cheryl A Holbrook, 606
P.O. Box 948
Hanapepe, HI 96716
cheryl.holbrook@navy.mil
808-635-6194

SECURITY ADMINISTRATION (5806)

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

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

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

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

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher.

Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

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

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

PAY DODAAC:	HQ0339
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	1GUD0
DCAA DODAAC (if applicable):	N/A
Service Approver:	N00164
Inspect by DODAAC:	N/A
Service Acceptor DODAAC:	N00164
LPO DODAAC:	N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by SLIN (sub-contract

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line item number).

The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

TOM Information:
Cheryl A Holbrook, 606
P.O. Box 948
Hanapepe, HI 96716
cheryl.holbrook@navy.mil
808-635-6194

Additional WAWF Information:

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

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)
Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

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

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)
(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

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

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

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

* TO BE COMPLETED AT TIME OF AWARD.

SECTION H SPECIAL CONTRACT REQUIREMENTS

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

the performance of this contract:

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

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

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

(c) If, in the opinion of the Contractor, any technical instruction/ technical direction letters calls for effort outside the scope of the contract or is inconsistent with this

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

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

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$_____ * _____ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

* To be completed at time of award and upon execution of each incremental funding modification.

H81S TRAVEL COSTS AND RESPONSIBILITIES

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided on the Department of Labor Website.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

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

permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas.

All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

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

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders.

For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

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

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

H-XX 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,

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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.

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.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):
<http://www.farsite.hill.af.mil/>

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006)
52.215-11 Price Reduction For Defective Cost or Pricing Data Modification (OCT 1997)
52.215-13 Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.222-41 Service Contract Act (1965)
52.237-2 Protection of Government Buildings, Equipment, (APR 1984) and Vegetation
52.244-2 Subcontracts (AUG 1998)
52.244-5 Competition in Subcontracting (DEC 1996)
52.245-9 Use and Charges (Aug 2005)

DFARS Clauses:

252.225.7001 Buy American Act And Balance Of Payments Program (JUNE 2005)?
252.225.7002 Qualifying Country Sources As Subcontractors (APR 2003)
252.232-7010 Levies On Contract Payments (SEP 2005)
252.242-7004 Material Management And Accounting System (NOV 2005)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
United States law will apply to resolve any claim of breach of this contract.
(End of clause)

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD 254

ACIT Customer Satisfaction Survey