

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-05-D-4432				2. DELIVERY ORDER NO. FG02		3. EFFECTIVE DATE 2011 Jul 19		4. PURCH REQUEST NO. 1313811991081		5. PRIORITY Unrated							
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115			CODE N00174	7. ADMINISTERED BY DCMA Texas 600 North Pearl Street, Suite 1630 Dallas TX 75201-2843				CODE S4402A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)								
9. CONTRACTOR Long Wave Incorporated 307 West 7th Street, Suite 1210 Fort Worth TX 76102			CODE 06SD5	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED									
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G														
14. SHIP TO See Section D				CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381				CODE HQ0339  <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>								
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.														
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																
Long Wave Incorporated			C Bryan Program Manager			NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:																
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule																	
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT								
	See Schedule																
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  BY: /s/Edna A Gigon				25. TOTAL \$11,136,221.62		26. DIFFERENCES							
27a. QUANTITY IN COLUMN 20 HAS BEEN																	
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE										
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS								
f. TELEPHONE					g. E-MAIL ADDRESS					32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER			35. BILL OF LADING NO.							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		31. PAYMENT FULL										
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.								

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## GENERAL INFORMATION

The following is hereby incorporated and is made a part of this task order.

1. Extension of Offeror Proposal date 16 June 2011.
2. Technical Instructions #01 and 02 are incorporated as follows (see section J for attachment).

### **TI # 01 – Engineering Support to SPAWAR Pacific**

POP: Effective date of award to 18 July 2012

**SLIN 4000 – 01 - \$77,000.00**

**Total: \$ 77,000.00**

Requisition Number: 13138-1199-1081

ACRN: AA

Document #: N6600111WX01307

Customer: SPAWAR Pacific

SOW Ref: 2.1.1

### **TI # 02 – Engineering Support to SPAWAR Pacific**

POP: Effective date of award to 18 July 2012

**SLIN 4000 – 02 - \$155,000.00**

**Total: \$ 155,000.00**

Requisition Number: 13138-1199-1082

ACRN: AB

Document #: N6600111RX00153

Customer: SPAWAR Pacific

SOW Ref: 2.1.1

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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	Strategic Shore-Based Communication Support Services in accordance with Performance Based Statement of Work. (TBD)		1.0 LO	\$8,680,774.35	\$672,760.03	\$9,353,534.38
400001	Incremental Funding (TBD)					
400002	Incremental Funding (TBD)					
4100	Strategic Shore-Based Communication Support Services in accordance with Performance Based Statement of Work. Option Year 1 (TBD) Option		1.0 LO	\$8,810,985.09	\$682,851.26	\$9,493,836.35
4200	Strategic Shore-Based Communication Support Services in accordance with Performance Based Statement of Work. Option Year 2 (TBD) Option		1.0 LO	\$8,943,298.64	\$693,105.64	\$9,636,404.28

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
6000	TOTAL ODCs NOT TO EXCEED TRAVEL \$280,516.96 AND MATERIAL/SUPPLIES \$1,415,665.00 BASE YEAR (TBD)		1.0 LO	\$1,782,687.24
6100	TOTAL ODCs NOT TO EXCEED TRAVEL \$288,931.44 AND MATERIAL/SUPPLIES \$1,472,292.60		1.0 LO	\$1,851,045.42

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OPTION YEAR 1  
(TBD)  
Option

6200 TOTAL ODCs NOT TO EXCEED TRAVEL \$297,599.38. AND MATERIAL/SUPPLIES \$1,531,183.26.  
OPTION YEAR 2  
(TBD)  
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Strategic Shore-Based Communication Support Services in accordance with Performance Based Statement of Work. Option Year 3 (TBD) Option	1.0 LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9000	TOTAL ODCs NOT TO EXCEED TRAVEL \$306,527.36 AND MATERIAL/SUPPLIES \$1,592,430.59. OPTION YEAR 3 (TBD) Option	1.0 LO	\$0.00

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

(a) The COR for this task order is:

Name: Dawn Tolson  
Address: 4072 North Jackson Road STE 132  
Indian Head, MD 20640-5115  
[dawn.tolson@navy.mil](mailto:dawn.tolson@navy.mil)  
301-744-4469

(b) The Alternate COR for this contract is:

Name: N/A  
Address:  
Phone:  
Email:

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

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

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) FOR STRATEGIC SHORE-BASED COMMUNICATION FACILITIES AND EQUIPMENT SUPPORT SERVICES

#### 1.0 GENERAL

##### 1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) has a requirement to provide engineering, technical, and program management support services for the United States Navy and other government departments and agencies. These services will provide assistance with development, upgrades, conversions, installations, de-installations, dismantling, testing, validation, operations, maintenance, training, and interactive electronic technical manuals in support of strategic shore based Very Low Frequency (VLF)/ Low Frequency (LF)/ High Frequency (HF) communication facilities and equipment.

##### 1.2 Scope

The purpose of this requirement is to provide engineering, technical, and programmatic services in support of strategic shore based VLF/LF/HF communication facilities and equipment. This task order involves a variety of engineering support to include: post deployment product support of systems including high powered transmitters, helix enclosures, antennas, towers, HF receive stations, trainers, training, software development, systems engineering and development, equipment integration, installation and maintenance, test and evaluation, and verification and validation. Support includes the Navy's high-powered VLF/LF submarine broadcast transmitting systems/equipment and associated antennas systems, patching facilities and the Navy's Clarinet Merlin Receive System (CMRS).

#### 2.0 REQUIREMENTS

##### 2.1 Engineering Support

The Contractor shall provide engineering and technical services for the maintenance and operation of Navy or other agencies' shore communication stations to include supporting equipment and software. As a minimum, this shall include VLF/LF/HF shore transmit and receive stations including the HF Clarinet Merlin Receiving System (CMRS) shore stations. The Contractor shall assist the Government with performing equipment development planning activities, including cost, and engineering analyses that address requirements, performance, engineering reuse possibilities, development parameters and methodologies, trade-offs, design, and integration. The Contractor shall provide engineering support for Anti-Terrorist Force Protection (ATFP) measures for ATFP installations.

##### 2.1.1 Systems Engineering and Development Support

The Contractor shall assist the Government with performing system-engineering support for the U.S. Navy's VLF/LF/HF programs and related communication systems. The Contractor shall assist with designing, upgrading, converting (dismantling) new and existing communication systems. The Contractor shall provide technology support and deliver any necessary equipment for use with various communication links including VLF, LF, and HF.

The Contractor shall perform software engineering tasks for the development, evaluation, support, and maintenance of all software and associated documentation including analysis, design, development, change implementation, and system test and evaluation. The Contractor shall plan, analyze, investigate, design, code, test, integrate, implement, evaluate, support, and deliver software or changes to software.

The Contractor shall perform software requirement analysis on existing and/or new systems and evaluate these systems' capabilities to meet both functional and non-functional requirements. Functional requirements include the technical/operational functions the software must be capable of performing. Non-functional requirements include characteristics of software to be achieved, such as, performance, reliability, maintainability, security, safety, and error handling. The analysis shall also include generation of interface requirements and performance specifications needed to ensure all components including software, hardware, and user, will work together to meet overall requirements.

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The Contractor shall perform the required planning, design, and analysis in order to integrate components or modules within a system, including installation and testing of the integrated components.

### **2.1.2 Electronic Documentation Support**

The Contractor shall develop and assist the Government with the integration of eXtensible Markup Language (XML) technology including: the ability to automatically update technical data via an XML platform, context sensitive searching in an XML document and the ability to auto publish documents to multiple formats through extensible style language transformations.

The Contractor shall create Interactive Electronic Technical Manuals (IETMs) that allow for automatic updating of technical data via an XML platform. The IETMs must merge seamlessly with existing processes and must offer the capability to access data via wireless devices if necessary.

The Contractor shall provide support for net-centric systems and have the ability to comply with DOD's Global Information Grid (GIG) requirements. The Contractor shall provide support for GIG requirements offering a seamless, secure, and interconnected information environment, meeting real-time and near real-time needs of the user.

## **INTEGRATION, INSTALLATION, AND TESTING SUPPORT**

### **2.2.1 Equipment Integration, Installation and Maintenance**

The Contractor shall assist the Government to integrate and install developed software and equipment at various government sites and installations. These tasks include the fabrication, assembly, integration and installation of equipment components for various communications systems. The Contractor shall assist the Government with site planning and preparation to support equipment and system installations. Support personnel to provide on-call, on-site, product support for all software and equipment. The Contractor shall provide assistance with upgrading and maintaining the products. Contractor shall perform depot level maintenance on all equipment and software. In addition the Contractor must support efforts to modernize, upgrade, and strengthen the Navy's various C4ISR systems.

### **2.2.2 Test and Evaluation**

The Contractor shall assist the Government with the design of test methodologies and the performance of those tests to evaluate software and equipment capability as compared to documented criteria and objectives. The Contractor shall develop and assist in the conduct of System Operation and Verification Testing (SOVT) plans to measure effectiveness. The SOVT planning and implementation shall address all specification requirements of the software or equipment being developed. It shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, reliability, and maintainability. This effort shall include systems integration and testing, site integration, test simulation and emulation, and test documentation.

### **2.2.3 Verification /Validation**

The Contractor shall assist the Government with the verification and validation of developed software, equipment and systems. Verification shall include evaluation of software and equipment design documentation, operation, and maintenance documentation, test plans and procedures. Validation tasks shall include validation of performance, associated documentation, safety features, and the reliability/maintainability of the software or equipment. The validation process shall test the system as whole as well as the individual equipment and components.

## **2.3 Trainers and Training Support**

The Contractor shall develop, integrate and install mission rehearsal simulators with the ability to integrate voice and data communications into physically separated compartments to assist the Government with initial operator training, proficiency training, and mission rehearsal training. The design shall include the ability to emulate military RF circuits from VLF to satellite.

The Contractor shall assist the Government with course design and development of course materials to support training. Course design shall begin with defining the skill levels and type of student personnel, and identifying

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standard training course formats and methodologies that shall serve as models for similar training sessions. Training shall be conducted by using Contractor developed training documentation. The course shall be conducted by an individual who has participated in the courseware development and shall furnish all required materials for the training course.

## **2.4 Program Management Support**

**2.4.1** The Contractor shall assist in providing technical program management support to Government personnel in support of military communications. Additionally, the Contractor shall provide administrative, professional, and clerical assistance to support the work performed under the task order.

### **2.4.2 Conferences, Meetings, Reviews**

The Contractor may be required to organize, attend or host, and facilitate program meetings discussions as directed by the Government. The Contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, host and/or participate in the actual meeting, and draft the minutes and action items for appropriate action. The Government will conduct reviews of the activities; provide technical direction, and prior approval of all major activities undertaken by the Contractor. NAVSEA sponsored conferences must be in accordance with NAVSEA Instruction 5050.9, which establishes the NAVSEA policy and approval procedures for all NAVSEA sponsored conferences. The instruction defines a conference as "a meeting, seminar, symposium, or event that involves attendee travel".

### **2.4.3 Integrated Logistics Support (ILS)**

The Contractor shall provide life-cycle ILS for developed equipment and software. Specific tasks shall include establishment and implementation of ILS programs, development and/or revision of operation and maintenance procedures, provisioning documentation, and training materials and documentation. The Contractor will also be responsible for activities such as depot level maintenance and calculating spare parts quantities.

## **3.0 REPORTING REQUIREMENTS AND DELIVERABLES**

**3.1** The Contractor shall submit monthly status reports, which are due on the 15<sup>th</sup> of each month, to: Indian Head Division/Naval Surface Warfare Center, 4072 North Jackson Road, Building 1558, Suite 106, Code CD6, Indian Head, MD 20640-5115. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, and recommendations, if any, for subsequent solution beyond the scope of this task order;
- Trips and significant results
- Plans for activities during the following period

**3.2** The Contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet relevant commercial guidelines / standards and will include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.
- Trip reports, conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

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## **GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)**

GFE and GFI may be required for completion of tasks under this Performance Work Statement. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the originating contracting officer except as required for the specific performance of tasks under this task order.

Both the Contractor and the designated Contracting Officer Representative (COR) will maintain accountability and inventory records.

### **5.0 SECURITY**

All personnel proposed for this effort must be eligible for a "secret" clearance. The Contractor will have access to information and compartments with a "secret" classification.

All Contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed during the performance of this task order. When a Contractor employee is advised that they will no longer need access to a Government computer system (due to dismissal, reassignment or resignation), it is the responsibility of the Contractor to immediately notify the COR that the individual will not be permitted access to the computer system and its data files.

### **6.0 TRAVEL**

The Contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the COR. Specific travel requirements shall be delineated and shall be in accordance with Joint Federal Travel Regulations and OCONUS travel will be in accordance with the applicable Unified Combatant Command procedures. All OCONUS travel must be approved in advance by the COR. Potential OCONUS travel site is Sydney, Australia.

### **7.0 DISCLAIMER STATEMENT**

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

***"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other DoD official documentation."***

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

***(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of***

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*any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.*

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

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

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

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

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

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

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

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

*(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design*

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*development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.*

*(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.*

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

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

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

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## **SECTION D PACKAGING AND MARKING**

See Basic Contract and Performance Work Statement.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance at Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

CLIN 4000	Date of contract through 19 July 2012.
CLIN 6000	Date of contract through 19 July 2012.
CLIN 4100	12 months after date of option I exercised.
CLIN 6100	12 months after date of option I exercised.
CLIN 4200	12 months after date of option II exercised.
CLIN 6200	12 months after date of option II exercised.

The Basic effort to be performed under this contract, shall be completed within a period of (12) months from the base year, with **Two (2)** one year options to be exercised if deemed in the best interest of the government.

**The task order period of performance shall not exceed the period of performance of the Seaport contract.**

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## SECTION G CONTRACT ADMINISTRATION DATA

### IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

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**DFAS SPECIAL PAYMENT INSTRUCTIONS:**

**PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE ACRN'S SHOWN ON THE INVOICES.**

**IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)**

(a) In accordance with the clause of this contract entitled “Electronic Submission of Payments Requests and Receiving Reports” (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

<b>Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders</b>	
	<b>Below Fields Are To Be Completed By The Buyer</b>
<b>Contract Number</b>	N00178-05-D-4432
<b>Delivery Order</b>	FG02
<b>CAGE Code/Ext.</b>	06SD5

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<b>Pay DoDAAC</b>	HQ0339
<b>Issue date</b>	19 July 2011
<b>IssueBy DoDAAC</b>	N00174
<b>Admin DoDAAC</b>	S4402A
<b>DCAA Auditor DoDAAC/Ext.</b>	HAA444
<b>Service Approver/Ext.</b>	ADMIN DoDAAC

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative: dawn.tolson@navy.mil\_

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or [daniel.twombly@navy.mil](mailto:daniel.twombly@navy.mil) or Chris Ireson at 301-744-6550 or [chris.ireson@navy.mil](mailto:chris.ireson@navy.mil).

## **GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)**

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 Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

" Will be identified in Technical Instructions"

## **TECHNICAL INSTRUCTIONS**

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(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions 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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

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

(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.

**IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL  
(NAVSEA/IHD) FEB 2000**

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

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400001 1313811991081 77000.00  
LLA :  
AA 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000795932  
Standard Number: N6600111WX01307

400002 1313811991082 155000.00  
LLA :  
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000797577  
Standard Number: N6600111RX00153

BASE Funding 232000.00  
Cumulative Funding 232000.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### **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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4001-01	\$ 71,461.71	\$ 5,538.28	18 Jul 2012
4002-02	\$143,851.51	\$11,148.49	18 Jul 2012

(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.

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

### **TASK ORDER POINTS OF CONTACT**

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

Phone Number: (301) 744-6663

Email: [paulette.bowman@navy.mil](mailto:paulette.bowman@navy.mil)

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Payments/Invoicing: DFAS Columbus

Phone Number: (800)756-4571

Contracting Officer Representative: Dawn Tolson

Phone Number: (301)744- 4469

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Patsy Kragh at (301) 744-6669.

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## SECTION I CONTRACT CLAUSES

**In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:**

**52.204-2 Security Requirements ( Aug 1996 )**

**52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)**

**52.217-9 OPTION TO EXTEND THE TERM OF THE TASK ORDER (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days of award or exercise of previous option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not **exceed 3 years**.

**DFARS 252.215-7003 Excessive Pass-Through Charges- Identification of Subcontract Effort (APR 2007)**

**DFARS 252.215-7004 Excessive Pass-Through Charges (APR 2007)**

**DFARS 252.225-7040 Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed Outside the U.S. (JUL 2009)**

**DFARS 252.211-7003 Item Unique Identification (JUN 2005)**

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)**

**52.227-11 Patents Rights-- Ownership by the Contractor (DEC 2007)**

**252.227-7013 Rights in technical data -- Noncommercial items (NOV 1995)**

**252.227-7014 Rights in noncommercial computer software and noncommercial computer software documentation.**

**252.227-7038 Patent Rights -- Ownership by the Contractor (Large Business). (DEC 2007)**

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## **SECTION J LIST OF ATTACHMENTS**

1. Email to extend Long Wave Proposal
2. Department of Defense Contract Security Classification Specification.
3. Wage Determination #WD 05-2513 (Rev.-11)
4. Technical Instructions (TI) - TI #01 and 02
5. Contract Administration Plan