

**DELIVERY ORDER** **FINAL**

1. CONTRACT NO. <b>N00178-04-D-4079</b>	2. DELIVERY ORDER NO. <b>0002</b>	3. EFFECTIVE DATE <b>09/29/2004</b>	4. PURCHASE REQUEST NO. <b>N66604-04-NR-00137</b>
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5. ISSUED BY <b>NUWC, NEWPORT DIVISION</b> [Redacted] Simon Pietri Drive, Building 11 Newport, RI 02841-1706	CODE <b>N66604</b>	6. ADMINISTERED BY <b>DCMC Baltimore</b> 217 East Redwood Street, Suite 1800 Baltimore, MD 21202-5299	CODE <b>S2101A</b>
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7. CONTRACTOR <b>Lockheed Martin Integrated Systems, Inc.</b> 6801 Rockledge Drive Bethesda, MD TIN:	CODE <b>4X260</b>	FACILITY	8. DELIVERY DATE <b>See Section F</b>
			9. CLOSING DATE/TIME
			10. MAIL INVOICES TO <b>See Section G</b>

11. SHIP TO <b>See Section D</b>	12. PAYMENT WILL BE MADE BY CODE <b>HQ0338</b> <b>DFAS Columbus Center, South Entitlement Operations</b> P.O. Box 182264 Columbus, OH 43213
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13. TYPE OF ORDER	<input 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.
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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.

<b>Lockheed Martin Integrated Systems, Inc.</b>	<b>[Redacted]</b>		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

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
<b>See the Following Pages</b>					

*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: <b>[Redacted]</b>	09/30/2004
		22. TOTAL <b>\$812,756</b>

CONTRACTING/ORDERING OFFICER

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

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## GENERAL INFORMATION

1. The NUWCDIVNPT Requisition Number is N66604-4198-01J5.
2. This requirement is a follow-on to an order under a GSA contract with ACS Defense of Burlington, MA, which has since been acquired by Lockheed Martin Corp.
3. The NUWCDIVNPT local control number is 045535.
4. The Zone number is #1 (Northeast).
5. This task order will be cost plus fixed fee.

### Post Negotiation comments:

1. Fee includes all Fee from Lockheed Martin Segments, but not (external) subcontractor fee.
2. Prime contractor estimated hours: [REDACTED]
3. The proposed subcontracting plan is incorporated.
4. Key Personnel are per table 1 of the contractor's proposal.
5. Distribution: Contractor, [REDACTED]
6. Orally authorized (also by email) on 9/29/2004.

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 \$812,756

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	NTMPS support (O&MN,N)	██████ LH	\$ ██████	\$ ██████	\$600,000

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	other funding (O&MN,N)	██████ LH	\$ ██████	\$ ██████	\$212,756

### B30S LEVEL OF EFFORT - TERM (JUN 2004)

(a) The level of effort of each Sub Line Item Number (SLIN) of this task order is the quantity of hours (LH) specified in each SLIN above. The term of each SLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term

(b) In the event that the incurred level of effort exceeds by ██████ or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (f) below. This understanding does not supersede or change subsection (f) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Ordering Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than ██████

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

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(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Contracting Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized.

(3) The Contractor's estimate of the total allowable cost incurred under the task order,

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

**B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)**

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

**B51S PAYMENT OF FIXED FEE - TERM (AUG 2004)**

(a) The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.

(b) Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.

(c) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the task order up to the stated maximum of \$100,000. Invoices submitted under the task order shall indicate fixed fee withheld.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### NTMPS SYSTEM/OPERATIONAL SUPPORT

##### 1.0 Background

The NAVSEA Undersea Warfare Center Division, Newport (Code 2232) is tasked with the development of systems under the Navy Training Management and Planning System (NTMPS) Data Warehouse. The NTMPS Servers are hosted in the Combat Control Systems Laboratory (CCSL) at NUWCDIVNPT. As Technical Directing Agent (TDA), NUWC Code 2232 has been tasked to maintain the Servers, Network Infrastructure, and provide Configuration Management/Test and Evaluation for the NTMPS Project. The NTMPS software systems integrate ship combat control planning data with data retrieved from over 30 existing Navy databases and files and (by applying various planning factors, policies, and newly developed algorithms) provide an authoritative system with which to project future Navy manpower, personnel, and training requirements.

##### 2.0 Scope

The contractor shall provide engineering and administrative services in support of implementing and maintaining NTMPS systems. The services necessary include: (a) Provide configuration management for all NTMPS applications and documentation (b) Administer the software/system used for configuration management and change control (c) Perform certification testing/functional configuration audits of all NTMPS applications (d) Conduct NTMPS import process and database preparation (e) Provide software integration services (f) Perform system and network administration on NTMPS Production, Development and Classified Servers.

##### 3.0 Applicable Documents

3.1 NTMPS Host System Procedures, dtd 18 July 2004 (Working Document)

3.2 ETJ Functional Description (working document) dtd 12 September 2000

3.3 EDW Functional Description (working document) dtd 17 October 2000

3.4 NTMPS Configuration Management Plan

3.5 NTMPS System Security Authorization Agreement (SSAA) dtd April 2001

3.6 NTMPS CITRIX Server Farm Implementation Proposal (Draft) dtd April 2004

##### 4.0 Requirements

The contractor shall provide Configuration Management (CM), Test and Evaluation (T&E), database preparation, software integration and systems engineering support services for the Navy Training Management and Planning System as specified in the following tasks. The contractor shall also provide support in developing plans and procedures in support of the NTMPS program achieving Capability Maturity Model Integration (CMMI) Level 3 status. Substantially all work will be in Government work spaces.

##### 4.1 Task 1 - Configuration Management

Objective: Software is developed in accordance with NTMPS CM polices. Configuration Management tools/documentation are properly maintained and kept up to date.

The contractor shall provide configuration management services in order to identify software development/delivery schedules and to promulgate CM requirements. This will require participation in working group meetings and technical reviews to keep abreast of NTMPS changes. NTMPS utilizes Merant's PVCS Tracker and Version Manager for problem reporting and version control. The contractor shall provide administration services on the NTMPS CM software/system and update to the latest version of Merant's software as applicable. The contractor shall input change proposals into the PVCS system to establish and maintain baseline control. The contractor shall provide a summary of all changes resulting from the NTMPS Configuration Control Board (CCB) Meetings(CDRL Item A003) and update/revise the NTMPS Configuration Management Plan (CDRL A004).

##### Deliverable Products

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- a) NTMPS CCB Summary Report (CDRL Item A003)
- b) Update NTMPS Configuration Management Plan (CDRL A004)

#### 4.2 Task 2 - Test and Evaluation

Objective: All NTMPS software builds must work properly prior to release.

The contractor shall perform certification testing of NTMPS software builds prior to release to the NTMPS Management Office (NMO) as NTMPS Database releases. The contractor shall review NTMPS change documentation (i.e., Feedback Reports and Engineering Change Proposals (ECPs), NTMPS Build Forms) to develop testing methodologies for each particular change. Functional Configuration Auditing shall include validating system build procedures, testing of Build Form Submissions and Emergency Action Items (AIs) in the current release, conducting free-play testing of selected menu items via the NTMPS GUI, bringing up on-line help to verify text integrity and examining reports for textual and data errors. The contractor shall provide immediate feedback stating the testing status of all delivered software fixes/enhancements and providing a recommendation for approval of the database. A complete Functional Configuration Audit report shall be submitted to document the total results of the FCA (CDRL Item A005). A NTMPS Performance Test Report shall be submitted which will document timing of reports on the Development/Test Server and the Production Server after database release (CDRL Item A006).

The contractor shall support government acceptance testing of new and existing NTMPS web-based applications as directed. This is including but not limited to, the NTMPS Afloat (NAFL), FLTMP, NTMPS Dashboard Indicators and the NTMPS Secret/SIPRNET system. The contractor shall submit an NTMPS Test Report (A005) documenting the results of the acceptance testing as well as a NTMPS Performance Test Report (A006).

#### Deliverable Products

- a) NTMPS Functional Test Report (CDRL Item A005)
- b) NTMPS Performance Test Report (CDRL Item A006)

#### 4.3 Task 03 - Support for User System Database Preparation

##### 4.3.1 Conduct NTMPS User System Database Preparation

Objective: All NTMPS Database builds must be accurate and on schedule.

The contractor shall conduct the user system database preparation required for the newly re-designed NTMPS database. This effort shall consist of generating databases in accordance with NUWC DIVNPT production schedules (as described in the NTMPS Host System Procedures) and modification of the current database preparation software to ensure conformance with NTMPS CCB directives. The contractor shall also support the transfer of the NTMPS database to the NTMPS SIPRNET based database server.

##### 4.3.2 NTMPS Data Warehouse Administration Support

Objective: Support material must be accurate and on schedule.

The contractor shall provide administrative support for the NTMPS Data Warehouse System Administrator. This support shall be for such things as: the development of presentation materials for production schedules; software development timelines and utilization of system resources; recaps of activity during the generation of user system databases and word processing (CDRL Item A007).

#### Deliverable Products

- a) NTMPS Data Warehouse Support Materials (CDRL Item A007)

#### 4.4 Task 4 - NTMPS Software Integration

##### 4.4.1 Software Integration

Objective: Import Software must be error-free and efficient. Import Documentation must be correct and complete.

The contractor shall provide software integration services to integrate NTMPS software. This support shall include the integration of application software, CITRIX MetaFrame system administration, and modifications to the Oracle database. The contractor shall develop NTMPS software (CDRL Item A008) for

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importing disparate data into the newly redesigned NTMPS single database and develop changes to the NTMPS Host Import Procedures manual as appropriate (CDRL Item A009). Any disruption with software integration in the single redesigned database would be extremely detrimental to the continued operation of the NTMPS program.

#### Deliverable Products

- a) NTMPS Software (CDRL Item A008)
- b) Software Documentation (CDRL Item A009)

#### 4.5 Task 5 - System Engineering

Objective: NTMPS CMMi policies must be clear and complete. NTMPS networks and systems shall be properly maintained minimizing downtime. User support must be provided for the core hours.

The contractor shall provide review and analysis of Code 22 CMMI policies and procedures and assist in the development of NTMPS CMMI policies and procedures. The contractor shall train NTMPS personnel in CMMI related disciplines and provide project management support in the implementation of CMMI for NTMPS.

The contractor shall perform system administration for the NTMPS network which includes production and development/test servers, client machines and all other hardware and software associated with the network (as seen in Appendix C of the NTMPS SSAA). Support must be provided from 0700 through 1830 Monday – Friday unless otherwise specified. The contractor shall perform system administration for the NTMPS Secret/SIPRNET network, which currently consists of a web server, database server and domain controllers. The contractor shall create and maintain user accounts, and investigate and resolve problems related to the network.

#### 4.6 Task 6 – NTMPS System Upgrades

Objective: NTMPS System Upgrades shall be complete and ahead of schedule. Upgrade option shall provide cognizant parties proper functionality.

The contractor shall provide technology upgrades to support new versions of operating systems and other hardware/software upgrades required by NTMPS. The contractor shall develop and maintain a NTMPS plan of action and milestone schedule for major system upgrades (CDRL A010). Any disruption in system maintenance and administration and implementation would be extremely detrimental to the continued operation of the NTMPS program.

The contractor shall provide a white paper documenting the advantages and disadvantages (specifically regarding network/system issues including cost) of continuing NTMPS Citrix Client Server implementation or transitioning to a full, web-based environment with like functionality (CDRL A011). The NTMPS CCB will make a decision using the White Paper and input from team members and possibly users as to continuing on with the Citrix CS implementation or transitioning to a full, web-based implementation.

If the CCB decides to continue with the CS implementation, the contractor shall develop a plan for a Citrix Server Farm and full failover capability on the Citrix implementation based on suggestions in the NTMPS Citrix Server Farm Implementation Proposal. The contractor shall determine the hardware and software requirements necessary to implement a Server Farm and to have failover capability on all servers supporting the Citrix implementation. The contractor shall document the requirements including costs to implement and future recurring costs in the NTMPS Citrix Server Farm System Cost Proposal (CDRL A012). Upon CCB approval and funding, the contractor shall develop a schedule to implement and document this in the NTMPS Citrix Server Farm System POA&M (CDRL A013). The contractor shall utilize government supplied GFE to include licenses and software and/or acquire the hardware, software, licenses and other necessary equipment to implement the server farm system. The contractor shall perform system integration to install the operating systems, application software, and fully test the system at the NUWC COMFAC II facility. Upon acceptance, all equipment, software, and licenses shall be registered and transferred/delivered to NUWC and shall be documented in the NTMPS CITRIX Implementation and Test Report (CDRL A014).

If the CCB decides to transition the CS environment to totally web-based, the contractor shall determine the hardware and software requirements necessary to transition the NTMPS Citrix thin-client environment to a fully operational web-based NTMPS system. This shall include performing research to determine the hardware, software, operating systems, software, and support utilities required to perform the transition

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based on CCB requirements. The contractor shall document the items required for the upgrade in the NTMPS Client Server to Web Transition Document CDRL A015. Government feedback on CDRL A015 will be used as the requirements definition for the system. The contractor shall utilize government supplied GFE to include licenses and software and/or acquire the hardware, software, licenses and other necessary equipment to implement the web-based system. The contractor shall perform system integration to install the operating systems, application software, and fully test the system at the NUWC COMFAC II facility. Upon acceptance, all equipment, software, and licenses shall be registered and transferred/delivered to NUWC and shall be documented in the NTMPS Web Implementation and Test Report (CDRL A014).

#### Deliverable Products

- a) NTMPS Plan of Action and Milestone Schedule (CDRL Item A010)
- b) NTMPS CS/Web White Paper (CDRL Item A011)
- c) NTMPS Citrix Server Farm System Cost Proposal (CDRL Item A012)
- d) NTMPS Citrix Server Farm POA&M (CDRL Item A013)
- e) NTMPS Implementation and Test Report (A014)
- f) NTMPS Client Server to Web Transition Document (CDRL A015)

#### 5.0 Progress Reports

The contractor shall provide monthly progress reports detailing the work accomplished in each task area (CDRL Item A001). The report shall include as a minimum the following information:

- Status of Current Tasks
- Deliverables Provided
- Problems Encountered
- Anticipated Activities
- Attachments

#### Data Accession List

#### CDRL Schedule

- Financial Status

The contractor shall provide a monthly funds expenditure report that illustrates the funds spent to data against all tasks (CDRL Item A002).

#### Deliverable Products

- a) Monthly Progress Report (CDRL Item A001)
- b) Funds Expenditure Report (CDRL Item A002)

#### 6.0 Travel

Travel may be required in the performance of this delivery order. Two trips to Pensacola, FL and/or Norfolk, VA may be necessary to support NTMPS Technical Reviews. Any travel must comply with the Joint Travel Regulations.

#### 7.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated based upon technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in the applicable documents paragraph 3.0 Applicable Documents, as follows:

Task 4.1 Configuration Management: NTMPS Configuration Management Plan

Task 4.2 Test and Evaluation: NTMPS CM

Task 4.3 User System Database Preparation: NTMPS Host System Procedures



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Task 4.4 NTMPS Software Integration: NTMPS Host System Procedures

Task 4.5 System Engineering: NTMPS SSAA (specifically Appendix C), NTMPS CM Plan, EDW Functional Description

Task 4.6 NTMPS System Upgrades: NTMPS SSAA (specifically Appendix C),  
NTMPS Citrix Server Farm Implementation Proposal (Draft)

Responsiveness will be evaluated based upon the governments experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

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## SECTION D PACKAGING AND MARKING

### D10S MARKING OF REPORTS (JUN 2004)

Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:  
Contractor Name and Business Address

Contract Number and Task Order Number

Task Order dollar amount

Whether the task order was competitively or non-competitively awarded

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

### D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

MARK FOR: XXXXXXXXXXXXXXXXXXXX

### D20S DELIVERY OF DATA (JUN 2004)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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.

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## SECTION E INSPECTION AND ACCEPTANCE

### E14S INSPECTION AND ACCEPTANCE OF SERVICES (JUN 2004)

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept the completed task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance (COFA), attachment #1, and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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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:

0001AA 9/15/2004 - 9/14/2005

#### F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

#### F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

#### F30S PLACE OF PERFORMANCE (JUN 2004)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

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## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Incremental Amount
0001AA	n66604-4198-01J5	600000.00
LLA :		
A1	1741804.76M9 000 68045 0 068566 2D CNT201 680454NT201Q INCREASE	\$600,000.00
0001AB	n66604-4198-01j5	200000.00
LLA :		
A2	97X4930.NH6A 000 77777 0 066604 2F 8E0014 A45600422320 INCREASE	\$200,000.00

See section H, clause HG17S TOM APPOINTMENT

The following clause is added to show the required RCP information...

### G210S ACCOUNTING AND APPROPRIATION DATA (SEP 2004)

The following line(s) of accounting are applicable to this task order:

A1 1741804.76M9 000 68045 0 068566 2D CNT201 680454NT201Q INCREASE \$600,000.00

Reference: RCP# N6804504RCNT201, ACRN AA (I456004)

A2 97X4930.NH6A 000 77777 0 066604 2F 8E0014 A45600422320 INCREASE \$200,000.00

R

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

### H23S YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY (JUN 2004)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this task order that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the task order specifications and applicable documentation. If the task order requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the task order.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any

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applicable commercial warranty shall be incorporated into this task order by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this task order, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this task order. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this task order.

(e) Unless specified elsewhere in the task order, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this task order (including any option exercised hereunder), whichever is later.  
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.  
NUWC Accrual Date:

#### H40S KEY PERSONNEL REQUIREMENTS (JUN 2004)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this task order. These are defined as "Key Personnel" and are those persons whose names were submitted as such for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the task order effort, replaced, or added to the task order without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this task order), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A resume in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

#### H61S GOVERNMENT FURNISHED PROPERTY (GFP) (JUN 2004)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment #2, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWC DIVISION NEWPORT, RI.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of

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this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

#### H71S CONTROL OF TECHNICAL DATA (JUN 2004)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

#### 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.

#### HC16S COST AND PERFORMANCE REPORTING (MAY 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

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(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

HC21S PERSONNEL QUALIFICATIONS (JUN 2004)

(a) Qualifications. Using the Labor Category Information Sheets located at <https://knowledgenet.npt.nuwc.navy.mil/contract/> , the Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category proposed. Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this task order, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

HC23S FACILITIES (JUN 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).



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(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

#### HC24S SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon. 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. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

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.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

#### HC54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

#### HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Ordering Contracting Officer (OCO) of this Task Order is a warranted Contracting Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Contracting Officer" of "CO" in the text of this task order and the basic contract refer to the Ordering Contracting Officer. The Government reserves the right to administratively transfer authority over this task

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order from the individual named below to another Contracting Officer at any time.

(b) Authority: 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. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. 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 and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Contracting Officer is:

[REDACTED]

#### HG11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2004)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) ORDERING CONTRACTING OFFICER RETAINED FUNCTIONS. The Ordering Contracting Officer retains the administrative functions described in FAR 42.302(a) and listed below: These functions will be accomplished as set forth in the Task Order Administration Plan, Attachment #4.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) ACO DELEGATED FUNCTIONS. The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the CO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the CO to delegate additional functions as necessary. The CO may delegate authority by letter.

#### HG14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2004)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this task order is:

Name:

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Title:

Mailing Address:

E-mail Address:

Telephone:

FAX:

HG16S NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (JUN 2004)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

HG17S TOM APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Task Order Manger (TOM) for this task order:

[REDACTED]

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, Clause JA4S.

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

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## SECTION I CONTRACT CLAUSES

- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)
- 252.261-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
- 52.245-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- para.(a) fill-in: NAVAL UNDERSEA WARFARE CENTER DIVISION NEWPORT
- para.(b) fill-in: NAVAL UNDERSEA WARFARE CENTER DIVISION NEWPORT
- para.(b) fill-in: [CONTRACT AND TASK ORDER NUMBERS FROM FRONT OF DOCUMENT, COGNIZANT ADMINISTRATION OFFICE FROM BASIC CONTRACT DOCUMENT].
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- I45-9S USE AND CHARGES (FAR 52.245-9) (APR 1984) (DEVIATION)

(a) Definitions. As used in this clause - -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a noninterference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

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(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for 1 year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than 1 hour with portions of hours rounded to the next higher hour - -

Rental charge = (Rental Time in hours) (.02 per month) (Acquisition Cost)

720 hours per month

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

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## SECTION J LIST OF ATTACHMENTS

CDRL

Attachment #1 Certificate of Final Acceptance

Attachment #2 Government Furnished Property

Attachment #3 Contract Security Classification Specification, DD for 254

Attachment #4, Task Order Administration Plan