

DELIVERY ORDER

FINAL

1 CONTRACT NO N00178-04-D-4048	2 DELIVERY ORDER NO N407	3 EFFECTIVE DATE 12/06/2006	4 PURCHASE REQUEST NO. N66604-06-NR-55661
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5 ISSUED BY NUWC, NEWPORT DIVISION AnnMarie J Rosa 5911 Simonpietri Drive, Building 11 Newport, RI 02841-1706 rosaaj@npt.nuwc.navy.mil 401-832-7651 Ext.	CODE N66604	6 ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241	CODE S0514A
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7. CONTRACTOR Epsilon Systems Solutions, Inc. 1565 Hotel Circle South, Suite 200 San Diego, CA	CODE 1HQ30	FACILITY	8 DELIVERY DATE See Section F
			9 CLOSING DATE/TIME
			SET ASIDE TYPE
			10 MAIL INVOICES TO See Section G

11 SHIP TO See Section D	12 PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	D <input type="checkbox"/>	X <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 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

Epsilon Systems Solutions, Inc.	Robert R. Sales, Director of Contract
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
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X If different, enter actual quantity accepted below quantity ordered and encircle	21 UNITED STATES OF AMERICA By: Diane C. Christensen	22 TOTAL 12/07/2006 
		CONTRACTING/ORDERING OFFICER

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

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GENERAL INFORMATION

Distribution: KR, 0221, 8133 A. Hoffman, 591 M. Merriwether

A9S TASK ORDER GENERAL INFORMATION (MAY 2006) (INITIAL INFO)

NUWCDIVNPT Requisition Number: N66604-6137-6593

NUWCDIVNPT Control Number:063690

Solicitation Number: N00024-06-R-3543

Type of Task Order: Cost Plus Fixed Fee - Term

TASK ORDER AWARD INFORMATION:

NUWCDIVNPT FUNDING Requisition Number: N66604-6321-8789

NUWCDIVNPT Control Number:070766

The following sections were changed, either by being added or updated.

SECTION B -

1. Establish new SLINs as follows:110001
2. Delete B36S

SECTION C - Added Clause C25S

SECTION F -

1. Updated Clause F1S
2. Updated Clause F30S

SECTION G -

1. Add Accounting and Appropriation Data. LLA A1/110001 is added.
2. Updated Clause G14S
3. Updated Clause G17S

SECTION H - Added Clause H31S to reflect initial funding.

As a result of the above changes, the total funding for this task order is increased from \$0.00 by \$50,000.00 to \$50,000.00

SECTION J - Added Revised DD254

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Technical and operational support services for Code 81, Weapons Analysis Facilities.

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Base period - SCC funds to be used. (WCF)		LH			
110001	Initial funding for award (WCF)					

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Option 1 - SCC funds to be used. (WCF) Option		LH			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	Option 2 - SCC funds to be used. (WCF) Option		LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Prime and Subcontractor Materials and Travel (with burdens and no fee)			
	\$0.00			
3100	Materials and Travel (WCF)	1.0	Lot	
3200	Materials and Travel (WCF) Option	1.0	Lot	
3300	Materials and Travel (WCF) Option	1.0	Lot	

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	Option 3 - SCC funds to be used. (WCF) Option		LH			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	Option 4 - SCC funds to be used. (WCF) Option		LH			
6100	Materials and Travel (WCF) Option	1.0	Lot			

6200 Materials and
Travel (WCF)
Option

1.0 Lot

B30S LEVEL OF EFFORT - TERM (NOV 2005)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

Item	Contractor Site	Manhours	
		Government Site	
Base	334	33111	
Option 1	334	33111	
Option 2	334	33111	
Option 3	334	33111	
Option 4	334	33111	

The term of each CLIN 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 5% 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 (d) below. This understanding does not supersede or change subsection (d) 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 Task Order Ordering 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 Task Order Ordering 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 10%.

(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

(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.

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(I) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM 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.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

Option No.	Line Item	Exercise Date - No Late Than
1	1200/3200	2007 DEC 30
2	1300/3300	2008 DEC 30
3	4100/6100	2009 DEC 30
4	4200/6200	2010 DEC 30

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Background.

The Torpedo Systems Department (Code 81) of the Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT) is the Navy's Center for warfare systems including: launchers, torpedoes, tactical systems, underwater targets, multi-weapon simulators, and weapon systems. In pursuit of its mission, Code 81 develops, maintains, manages, and operates unique and specialized computer laboratory facilities and resources to support research, development, simulation, test and evaluation.

NUWC DIVNPT also has been tasked with the responsibility for all hardware-in-the-loop (HWIL) torpedo simulation efforts. This mandate covers all torpedoes (heavyweight/lightweight) and includes related systems such as targets, models, support and test equipment, operational software, software tools, countermeasures, and Unmanned Undersea Vehicles (UUVs).

The Undersea Vehicles Simulation and Analysis Center Branch Code 8133 including the Weapons Analysis Facility (WAF), of the Fleet Operational Readiness Division (813) is responsible for meeting the dedicated computer requirements for all torpedo simulation efforts. Dedicated mission critical computer laboratory resources and other resources are an integral part of virtually every significant weapon system. As such, Code 8133 is responsible for assuring the quality, security, safety, reliability, and maintainability of all these resources. This responsibility includes providing technical and operational services for these resource facilities.

The WAF is a unique facility and allows for the exploration and synthesis of new software-based architecture and design concepts for the development and evaluation of advanced undersea weapon and countermeasure systems. The WAF facility provides the resources necessary to deliver software in support of the production, operation and maintenance of Lightweight and Heavyweight Torpedoes. The WAF also serves as the test and evaluation environment for the nations torpedo programs. The additional requirements imposed by the Base Realignment and Consolation process has made the resources provided by the WAF even more essential to the current and future Fleet mission capabilities. The WAF allows NUWC DIVNPT to maintain leadership in its assigned responsibilities in submarine-launched torpedo design studies and proof of concept. The Torpedo Analysis Facility (TAF) in Australia was created and validated in 2005/2006 timeframe for similar WAF capability for Heavyweight Torpedo Analysis.

2.0 Scope

This procurement provides for technical and operational support services for Code 81 Facilities (located in Buildings 106, 148 and Building 1346 2nd and 3rd floors) including computer resources, operational support of Computer Operations for Weapons Systems projects and programs, and Automated Information System (AIS) Security operations in the WAF and throughout Code 81 Facilities. These services shall include weapons' simulators operations, computer systems operations and maintenance, computer specialist/technical services, operational and configuration support, and AIS Security.

3.0 Applicable Documents

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards. The following documents are provided for information and guidance.

A. Standards:

1. MIL-STD-1472 Human Engineering Design Criteria for Military Systems, Equipment, and Facilities.

B. Instructions:

1. OPNAVINST 1500.8L Navy Training Planning Process in Support of New Developments, 17 January 1985.
2. NAVEDTRA 110A Procedures for Instructional Systems Development, 10 September 1981.
3. OPNAVINST 5239.2 Department of the Navy Automatic Data Processing Security Program.
4. OPNAVINST 5100 Series Navy Occupational Safety and Health (NAVOSH) Program.

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5. NUWCDIVNPTINST 5500.4B Naval Undersea Warfare Center Division Newport Security Manual

6. NUWCDIVNPTINST 5090.3D Hazardous Material Control Program

7. NUWCDIVNPTINST 5100.5B Occupational Safety and Health (OSH) Program

8. NAVMATINST 4130.1A Configuration Management Regulation

9. NAVMATINST 4130.2 Configuration Management of Computer Software

C. Manuals

1. Code 80 Media Management Library Procedures.

2. Code 80 AIS Standard Operating Procedures Manual

3. Code 80 Library Tracking and Procedures Manual

4. OEM Technical Instructions and Specifications

5. Code 80 Laboratory Standard Operating Procedures Manual

6. WAF Standard Operating Procedures

7. WAF Software Configuration Management Plan

8. WAF Users Guide

9. Code 81 Torpedo Systems Department Security Guide

4.0 Requirements

Utilizing GFI 6.0 and applicable documents 3.0 C.1 through C.9, the contractor shall perform the following tasks:

4.1 Task A – Weapons' Simulators Operations

The contractor shall provide operational services for WAF real-time weapon simulators. Specifically:

- a. Operate weapons' simulators ensuring that the appropriate computing resources are available for simulation execution, that appropriate weapon(s) are correctly powered up and all required and associated equipment including cooling is operational in accordance with GFI 6.1 and 6.2.
- b. Conduct system checks using setups specified to verify correct simulator operation before initiating runs.
- c. Perform simulation runs in accordance with GFI 6.2.
- d. Record required informational data per weapon specification.
- e. Perform data backup for Facility user files.
- f. Perform routine/periodic backups for all Facility computer resources.
- g. Identify and recover from system failures in accordance with GFI 6.2.
- h. Identify potential scheduling conflicts and report findings.
- i. Enable/Secure all computer resources and ensure all weapons and auxiliary equipment are correctly powered up/down.
- j. Analyze/document/perform corrective action for simulation anomalies.
- k. Develop notices about Standard Operating Procedures (SOP's), reports, and training and operational manuals for the Facility simulations and systems.
- l. Perform configuration audits.
- m. Perform preventative maintenance in accordance with GFI 6.1
- n. Construct implementation plans and document simulation upgrades and new installations.
- o. Audit and document simulator configurations addressing plant account and AIS security requirements.

4.1.1 Schedule/Deliverables

The contractor shall provide monthly Weapons Simulators Operations status reports in accordance with CDRL item A001.

4.1.2 Performance Standards

Simulator performance Tasks a. through o. are identified and documented. Documentation and recommendations are specific and technically/operationally sound and delivered in a timely manner in accordance with CDRLs A001 and A002.

4.2 Task B – Systems Operation and Maintenance

The contractor shall provide technical services for the Weapons Analysis Facility, and the Royal Australian Navy Torpedo Analysis Facility (TAF) (Australia), the Code 81 computer laboratory facilities and their resources. The Weapons Analysis Facility shall be staffed six (6) days per week (Monday – Saturday) 24 hours. Although work shall be performed during the specified hours, it may be necessary to vary these schedules accordingly in view of equipment availability, scheduling, and/or other considerations as they arise. Foreign and domestic travel for execution of these technical services may be required.

The contractor shall perform operation services that include the following:

a. **Equipment Operations:** All computer system devices and peripheral equipment shall be operated, and operating system oriented programs maintained, at peak performance levels. System shutdowns, restarts and back-up procedures shall be performed to maintain integrity. General purpose preventative maintenance shall be performed in accordance with GFI 6.1 Facility Maintenance Plan. The contractor shall provide the following services;

b. **System Monitoring:** Monitor Facility environment, usage, equipment operational status, supply inventories, security breeches and system errors and faults reports. Generate and maintain status reports and event logs.

c. **Documentation:** Generate and maintain documentation applicable to system specifications, programs, operational instructions and production control procedures for the Code 81 facilities in accordance with GFI 6.2.

d. **Scheduling:** Develop computer operations and processing schedules. The status of these schedules shall be reviewed for accuracy, timely delivery of products and efficient utilization of resources.

e. **Data Manipulation:** Data preparation, transcription, entry, and processing shall be done for any system oriented requirement. Distribute, bind and reproduce data in accordance with proper security control procedures. Develop and implement production control procedures for inputting data, internal processing and output dispositions.

f. **Procedures:** All records and files generated for or used by AIS equipment shall have establish procedures for the operations, maintenance, documentation, and delivery. Develop presentations for SOP reports, training and operational manuals for the systems in each facility. Audit and document simulator configuration addressing plant account and AIS security requirements.

g. **Technical Services:** Provide hardware and software training for scientists, engineers, and administrative users. Analyze, document, and perform corrective action for system anomalies. Coordinate with Government Facility Manager (on and offsite) to arrange, adjust and fix down systems in a timely manner. Perform vendor diagnostics in accordance with GFI 6.3 to return systems to operational status. Perform configuration audits; construct implementation plans, and document simulation upgrades and new installations on all systems.

h. **Performance Monitoring:** Provide performance monitoring and tuning, which includes establish new performance baselines following major hardware and software additions to the systems.

i. **Equipment Installation:** Install hardware and software upgrades to systems and peripherals. This task shall be carried out in accordance with all applicable vendor specifications using GFI 6.4.

j. **Systems Software:** Perform system software modifications. This task shall be carried out in accordance with all applicable vendor specifications using GFI 6.4.

4.2.1 Schedule/Deliverables

The contractor shall provide Systems Operation and Maintenance status reports for services provided or accomplished in accordance with CDRL item A002.

4.2.2 Performance Standards

System Operation and Maintenance Tasks a. through j. are identified and documented. Recommendations are specific and technically/operationally sound and delivered in a timely manner. Status reports and event logs are clear and concise and kept current.

4.3 Task C – Facilities Management and Administration

The contractor shall perform management and administrative services associated with operation of AIS facilities as defined below.

- a. Design, implement and administer an automated AIS inventory and configuration control system. The contractor shall perform equipment relocation and replacement, cabling, and other logistics necessary for effective operation of the AIS facility.
- b. Define, prepare and/or maintain operational plans, financial plans, management tools, and planning documents. Provide plans to establish and maintain effective AIS operations.
- c. Define, prepare and/or maintain operational tools such as management plans, training plans, project structures plans of actions and milestone charts, critical path milestone charts, and tracking systems.
- d. Develop and present training material covering Test and Evaluation, AIS Laboratory Security, Configuration Management Training, AIS Laboratory Tools, Techniques, and Procedures, and Training and user assistance in AIS laboratory resources.
- e. Define, prepare and/or maintain system documentation, including hardware and software system configuration.
- f. Maintain system accounting function, user accounts, and usage documentation.

4.3.1 Schedule/Deliverables

The contractor shall provide Management, Financial and Training Plans, AIS Lab Security reports, and status reports in accordance with CDRL item A003.

4.3.2 Performance Standards

All Facility Management and Administration tasks a. through f. plans and documentation are accurate and up-to-date.

4.4 Task D – Computer Specialist and Technical Services

The contractor shall provide technical services for the facility users. These services shall include installation, maintenance, troubleshooting, and configuration recommendations utilizing Government-Furnished Material (GFM). The contractor shall install, maintain, document, and repair communications networks and systems, workstations, and peripherals. This task also includes:

- a. Computer Aided Drawings (CAD) of the cabling layout and network topology for the facility
- b. Detailed design drawings of the WAF Network Infrastructure
- c. Torpedo hardware diagnostics, repair and setup for simulation exercises using GFI 6.6.
- d. Information Assurance Vulnerability Alerts (IAVA) Installations using GFI 6.7.

4.4.1 Schedule/Deliverables

The contractor shall provide Customer Service status reports in accordance with CDRL item A004.

4.4.2 Performance Standards

Facility performance has not degraded, and all logs are accurate and up-to-date.

4.5 Task E – Automated Information System (AIS) Security

The contractor shall provide AIS systems and facility security requirements services. The contractor shall provide services to establish and maintain Facilities Plans and Procedures that consist of:

Risk Management – The contractor shall identify all equipment and related assets and assign an estimated replacement dollar value to each, in the following four loss impact areas: modification, destruction, disclosure, and denial of service. Identify the threats and vulnerabilities to equipment and recommend

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appropriate countermeasures to these threats. Establish a probable frequency of occurrence of the identified threats based on historical records, interviews and other records. Calculate an Annual Loss Expectancy (ALE) for the identified resources in each impact category. Analyze and recommend cost effective countermeasures to reduce ALE. Products developed under this task include:

- Asset and Identification and Valuation Report
- Threat and Vulnerability Analysis
- Annual Loss Expectancy Computational Analysis
- Countermeasure Evaluation Analysis

Contingency Planning – The contractor shall recommend AIS laboratory priorities, equipment, personnel and other elements required to operate in support of Weapon Programs. Identify and evaluate potential back-up sites meeting operating requirement. Test contingency plans, prepare reports on the test results, and modify plans as dictated by the test results and the Designated Approved Authority (DAA). Plans developed under this task include measures to be taken in the event of:

- Limited Loss of Resources
- Operations Interruption
- Major Damage
- Bomb Threat
- Approaching Storm
- Fire

Security Test and Evaluation (ST&E) – The contractor shall identify existing countermeasures for the vulnerabilities to high priority threats, design effectiveness tests for each individual countermeasure and, for more than one countermeasure in unison, execute the effectiveness tests, evaluate the test results and report findings. Task to be performed include:

- ST&E Plan Development
- ST&E Plan Execution

Plans/Procedures/Accreditation Documentation – The contractor shall prepare and/or update AIS security planning/accreditation documentation, develop and or update security instruction and procedures, and develop other security related documents and duties such as:

- Information Assurance Vulnerability Alerts (IAVA) using GFI 6.7.
- WAF Laboratory Access Levels using GFI 6.8
- Local Registration Authority (LRA) for Public Key Infrastructure (PKI) Certificates and Registration using GFI 6.9

4.5.1 Schedule/Deliverables

The contractor shall provide (AIS) Security documentation and status reports in accordance with CDRL item A005.

4.5.2 Performance Standards

Risk, contingency, security and documentation are technically accurate, kept current, and are provided in a timely manner.

4.6 Task F – Configuration Management

The contractor shall provide hardware/software configuration management services for the real-time weapons simulators. The contractor shall maintain an Inventory Control Database for hardware in the Code 81 Facilities to address items, spares, availability and location, and update SOP reports using GFI 6.10.

4.6.1 Schedule/Deliverables

The contractor shall provide Configuration Management status reports in accordance with CDRL item A006.

4.6.2 Performance Standards

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Database is accurate, current and accessible to required parties.

4.7 Task G – Computer Operations Management and Administration

The contractor shall perform administrative services associated with the operation of Code 81 Laboratory and AIS facilities as defined below. The contractor shall:

- a. Perform data preparation, transcription, entry, and processing.
- b. Define, prepare and/or maintain operational plans, financial plans, management tools, and planning documents. Provide plans to establish and maintain effective AIS operations.
- c. Define, prepare and/or maintain operational tools such as management plans, training plans, project structures plans of actions and milestone charts, critical path milestone charts, and tracking systems.
- d. Maintain central repository (library) of source program statements, object programs, and related control parameters on various types of media. Maintain, document, control and update all records and files in the library.
- e. Define, prepare and/or maintain system documentation, including hardware and software system configuration.
- f. Interface with foreign and domestic customers to resolve hardware/software performance issues.

4.7.1 Schedule/Deliverables

The contractor shall provide Computer Operations Management and Administration status reports in accordance with CDRL item A007.

4.7.2 Performance Standards

Computer Operations and Management and Administration Tasks a. through f. are accurate, controlled, maintained and up-to-date.

5.0 Progress Reports

The contractor shall provide status cost data in accordance with Clause C16 – COST AND PERFORMANCE REPORTING (MAY 2001).

6.0 Government Furnished Information (GFI)

6.1 Facility Maintenance Plan

6.2 Code 81 Standard Operating Procedures (SOP)

6.3 Vendor Specific Diagnostics

6.4 Vendor Specification

6.5 Royal Australian Navy (RAN) Torpedo Analysis Facility (TAF) documentation

6.6 Weapon Specific Performance Specifications

6.7 Information Assurance Vulnerability Alerts (IAVA)

6.8 WAF Laboratory Access Levels

6.9 Local Registration Authority (LRA) for PKI (Public Key Infrastructure) Certificates and Registration

6.10 Inventory Control Hardware Database and Standard Operation Procedures (SOP) reports

7.0 QUALITY SURVEILLANCE AND 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 in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

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C16S COST AND PERFORMANCE REPORTING (MAY 2005)

(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 NUWC DIVNPT 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.

(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.

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- (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 Task Order Ordering Officer.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (JUN 2006)

- (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. Compliance with SECNAVINST 5510.30A, Section 7-6, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.dss.mil/epsq/patch.htm>

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 wear 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. This document is available at https://knowledgenet.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%20_31Mar061.pdf

- (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/envpolicy04.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.

SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

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)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 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) 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 Task Order Ordering Officer.

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

(e) 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)

(f) 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's Business Address

Task Order Dollar Amount

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

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 (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

SECTION F DELIVERIES OR PERFORMANCE

FIS PERIOD OF PERFORMANCE (MAY 2006)

Services to be furnished hereunder shall be performed and completed as follows:

	Line Items	Performance Period
Base	1100/3100	12/6/06 - 9/30/07
Option 1	1200/3200	10/1/07 - 9/30/08
Option 2	1300/3300	10/1/08 - 9/30/09
Option 3	4100/6100	10/1/09 - 9/30/10
Option 4	4200/6200	10/1/10 - 9/30/11

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 (APR 2005)

Work will be performed at NUWCDIVNPT and Contractor's facility or other locations, as required by the statement of work.

	% of Manhours	
	Contractor's Site	Government Site
Base	1%	99%
Option 1	1%	99%
Option 2	1%	99%
Option 3	1%	99%
Option 4	1%	99%

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
110001	N66604-6321-8789	[REDACTED]

LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0056847

GIS SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(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 Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering 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 Task Order Ordering Officer is:

Name: Diane Christensen

Telephone: Commercial: 401-832-1445; DSN: 432-1445

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: christensenc@npt.nuwc.navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

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

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(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

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the contracting office.

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

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

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) 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 Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

CONTRACTORS: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Ms. Kerry Coleman

Title: Program Manager

Mailing Address: 1272 West Main Road, Building II, Middletown, RI 02842

E-mail Address: kcoleman@epsilonsystems.com

Telephone: 401-619-1010 FAX: 401-619-2160

G16S NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (SEP 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.

G17S TOM APPOINTMENT (AUG 2005)

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

Name: Andrea Hoffman

Code: 8133

Mailing Address:

Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building:106, Newport, RI 02841

Telephone: Commercial(401)-832-1521, DSN 432-1521

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

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

SECTION H SPECIAL CONTRACT REQUIREMENTS

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H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

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.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (APR 2005)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from \$0.00 by \$50,000.00 to \$50,000.00. 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 order.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (MAY 2006)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

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

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(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, 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: See Attachment 4.

(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 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 Task Order Ordering 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 Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (MAY 2006)

(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.

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (SEP 2005)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 94-2467 Revision: 29 Area:RI

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements Listing (CDRL)'s with Addendum
Revised DD Form 254, Contract Security Specification Classification
Government Property Made Available
Task Order Administration Plan