

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4512	2. DELIVERY ORDER NO. L601	3. EFFECTIVE DATE 12/23/2005	4. PURCHASE REQUEST NO. N63394-06-NR-55028
-------------------------------------	-------------------------------	---------------------------------	---

5. ISSUED BY NSWC, PORT HUENEME DIVISION Cecilia G. Marquez 111 4363 Missile Way, BLDG 1217 Port Hueneme, CA 93043-4307 cecilia.marquez@navy.mil 805-228-6191 Ext.	CODE N63394	6. ADMINISTERED BY DCMA LOS ANGELES 16111 PLUMMER STREET, BLDG 10/ 2ND FLOOR SEPULVEDA, CA 91343	CODE S0512A
---	----------------	---	----------------

7. CONTRACTOR Quality Innovative Solutions, Inc. 1300 W. Gonzales, Suite 203 Oxnard, CA 93036-3066 TIN: 20-1377935	CODE 3YWE7	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
------------------------------	---	----------------

13. TYPE OF ORDER	<input checked="" type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
-------------------	---------------------------------------	---------------------------------------	---

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.

Quality Innovative Solutions, Inc.

Bobby R. Mullins,
President/CEO

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: Janice K. Perkins CONTRACTING/ORDERING OFFICER	12/23/2005	22. TOTAL \$1,591,073
---	---	------------	--------------------------

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		

CONTRACT NO. N00178-05-D-4512	DELIVERY ORDER NO. L601	PAGE 2 of 2
----------------------------------	----------------------------	----------------

GENERAL INFORMATION

NOTE: THIS TASK ORDER IS INCREMENTALLY FUNDED IN THE AMOUNT OF \$5,000 APPLIED TO CLIN 1000. FAR CLAUSE 52.232-22 LIMITATION OF FUNDS APPLIES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AS A RESULT OF THIS MODIFICATION.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Maintain/update capability requirements plan \$265,050

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000AA	BASE YEAR CLIN 1000 FUNDING (TBD)		1.0 Lot	\$250,325	\$14,725	\$265,050

For Cost Type Items:

1100 Maintain/update capability requirements plan \$274,343

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100AA	OPTION YEAR ONE (TBD)		1.0 Lot	\$259,102	\$15,241	\$274,343

For Cost Type Items:

1200 Maintain/update capability requirements plan \$283,957

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200AA	OPTION YEAR TWO (TBD)		1.0 Lot	\$268,182	\$15,775	\$283,957

For Cost Type Items:

1300 Maintain update capability requirements plan \$293,896

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300AA	OPTION YEAR THREE (TBD)		1.0 Lot	\$277,569	\$16,327	\$293,896

For Cost Type Items:

4000 Maintain/update capability requirements plan \$304,156

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000AA	OPTION YEAR FOUR (TBD)		1.0 Lot	\$287,258	\$16,898	\$304,156

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000				\$31,670
3000AA	BASE YEAR Fee does not apply to ODCs (TBD)		1.0 Lot	\$31,670

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3100				\$32,765
3100AA	OPTION YEAR ONE Fee does not		1.0 Lot	\$32,765

apply to ODCs
(TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3200			\$33,895
3200AA	OPTION YEAR TWO Fee does not apply to ODCs (TBD)	1.0 Lot	\$33,895

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3300			\$35,066
3300AA	OPTION YEAR THREE Fee does not apply to ODCs (TBD)	1.0 Lot	\$35,066

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000			\$36,275
6000AA	OPTION YEAR FOUR Fee does not apply to ODCs (TBD)	1.0 Lot	\$36,275

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

CLINs 1000 AND 4000 all SLINs referenced under CLINs 1000 AND 4000 of this task order are Cost Plus Fixed Fee (CPFF).

CLINs 3000 AND 6000 all SLINs referenced under CLINs 3000 AND 6000 of this task order are Other Direct Cost (ODC) (Fee not authorized).

The base period of the task order will be Cost Plus Fixed Fee (CPFF) and (If Options are Exercised) the Option periods will be Cost Plus Fixed Fee (CPFF).

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

CLINs 1000 AND (IF OPTIONS ARE EXERCISED) CLIN(s) 1100, 1200, 1300, AND 4000 - FLEET CAPABILITY REQUIREMENTS PLAN

CLINs 3000 AND (IF OPTIONS ARE EXERCISED) CLIN(s) 3100, 3200, 3300, AND 6000 - ODCs

1.0 PURPOSE

This Statement of Work (SOW) defines the requirements for contractor support to be provided to Port Hueneme Division Naval Surface Warfare Center (NSWC PHD) providing Technical Engineering Services required to support the determination of specific functional parameter requirements that directly support mission needs as dictated and authorized by 5th, 6th, and 7th Fleet Theater Area of Responsibility (AOR) Commanders, Commander Naval Network Warfare Command (COMNAVNETWARCOM), Commander Fleet Forces Command (CFFC) and to support the Office of Engineering and Technology and the Strike force Engineering Office to optimize the synergistic performance of Strike force Interoperability Systems through top-down systems integration and infusion of technological advances in all management planning. The close coordination and cooperation between Naval Surface Warfare Center Dahlgren Division (NSWC/DD), Space and Naval Systems Command (SPAWAR), Surface Combat Systems Center (SCSC) Wallops Island, Combat Direction Systems Activity (CDSA) Dam Neck, other government activities, and participating contractors is imperative to carry out the provisions of this tasking.

2.0 SCOPE

Contractor support will be provided to Naval Surface Warfare Center (NSWC), Code 203, Port Hueneme, CA.

3.0 REQUIREMENTS

The contractor shall provide expertise necessary to develop and maintain the data sources for a Fleet Capability Requirements Plan. Specific tasking includes:

3.1 Update/maintain a capability requirements plan that addresses mission requirements of the numbered Fleet Commanders for their areas of operational responsibility. This plan shall incorporate COMNAVNETWARCOM and COMFLTFORCOM fleet requirements applicable for Initial Baseline Reviews (IBR), Baseline Review Boards, and Baseline Assessment Reviews pertaining to specific ship classes to substantiate configuration baselines meeting fleet mission requirements. Excerpts of classified and unclassified sources shall be used for information and inclusion in the capability requirements plan. Functional requirements shall be mapped to planned configurations for each platform. Gaps between configuration planned and the requirements of each theater/AOR shall be assessed. Assess specific functions or functional parameters that ships will not be capable of performing. Specific interoperability concerns with other platforms shall be highlighted. Quarterly updates will be required.

Indicator: Delivery of products by specified milestone, financial expenditures meet spend plan.

Acceptance Criteria: Completion of Capability Requirements Plan Updates, Timeliness of Product delivery, Funding expenditures within 10% of plan.

Method of Surveillance: Daily interaction with contractor, Capability Requirements Plan approval, Review of deliverables and expenditures.

3.2 Develop and update baseline capability assessments in support of fleet readiness program milestones, changes to strike group compositions, and proposed strike group realignments. Specific reports will be generated from various databases and other sources to support strike force assessments. Three assessment reports are expected per quarter.

Indicator: Delivery of products by specified milestone, financial expenditures meet spend plan.

Acceptance Criteria: Completion of baseline capability assessments, Timeliness of Product delivery, Funding expenditures within 10% of plan.

Method of Surveillance: Daily interaction with contractor, Baseline Assessment Report approval, Review of deliverables and expenditures.

3.3 Prepare strike force interoperability (SFI) weekly accomplishment reports based on activities of strike

force interoperability officers and project engineers. The contractor will work with the strike force interoperability team that consists of various activities such as NAVSEA 62, CDSA Dam Neck, ICSTD, NUWC Keyport, and NSWC PHD.

Indicator: Delivery of products by specified milestone, financial expenditures meet spend plan.

Acceptance Criteria: Completion of weekly reports, Timeliness of Product delivery, Funding expenditures within 10% of plan.

Method of Surveillance: Daily interaction with contractor, Weekly report approval, Review of deliverables and expenditures.

4.0 PERIOD OF PERFORMANCE - See Section F -Deliveries or Performance.

5.0 CDRL DELIVERABLES

5.1 Trip Reports 6 Trips

5.2 Capability Requirements Plan Updates. Quarterly

5.3 Baseline Assessment Reports 3 per quarter

5.4 SFI Accomplishment Reports Weekly

6.0 SPECIAL CONSIDERATIONS

6.1 Place of Performance: PHD NSWC- Port Hueneme, CA

6.2 Travel to Washington DC (2 trips), Norfolk, VA (2 trips), and San Diego (2 trips) are expected to be required at five days per trip.

6.3 Security clearance required at SECRET level.

KEY PERSONNEL QUALIFICATIONS

The contractor shall provide personnel, fully qualified and competent, to perform the scope of the effort set forth in the Performance Work Statement. The skill levels and experience of the key personnel, including related education that enhances their capabilities, must meet the following requirements:

SENIOR PROJECT ENGINEER-One senior project engineer position is required – SECRET CLEARANCE required

A. EDUCATION:

A Bachelor of Science degree from an accredited college or university in an applicable engineering, computer sciences, or computer information systems discipline with business management background,

AND

B. BACKGROUND/EXPERIENCE:

Fifteen (15) or more years engineering technical experience with major combat systems and Command & Control, Communications, Computers, and Intelligence (C4I) systems, along with demonstrated experience in these fields is required. Included in the fifteen (15) years, four (4) years is required in assessing interoperability between combat systems and C4I systems and providing impacts of new computer systems and upgrades, hardware/software/firmware, being installed on various ships and aircrafts within carrier and expeditionary strike groups. Demonstrated leadership and influence in Navy policies and procedures as evidenced through personal participation in planning meetings, program reviews, and technical working groups. Demonstrated ability to communicate effectively with technical personnel and executive management and ability to provide leadership in multi-organizational technical projects. Demonstrated understanding of Navy and DOD weapon systems acquisition and modernization process. Demonstrated ability to coordinate multiple subcontractor support contracts. Demonstrated ability to provide technical and budgetary briefs to the department, directorate, and program office level personnel.

SENIOR SYSTEMS ENGINEER– One senior systems engineer position is required -SECRET CLEARANCE required

A. EDUCATION:

A Bachelor Science degree from an accredited college or university in an engineering discipline such as

Electrical, Electronics, or Physics,

AND

B. BACKGROUND/EXPERIENCE:

At least fifteen (15) years experience related to the technical analysis of complex weapon systems is required. This experience shall include expertise in all of the following disciplines: engineering analysis of complex systems including risk analysis and risk management, modern techniques of system integration, system sensors and electronic warfare, development expertise in modeling and computer based simulations, analysis and/or implementation of network interoperability, and test and evaluation of major combat systems including Live Fire Testing. Additional qualifications include Combat System qualifications as a Project Engineer or Air Defense Engineer, an understanding of naval configuration management policies and guidelines, and proper preparation of installation design specifications and requirements definitions. Demonstrated ability to prepare the engineering drawings and installation documentation necessary to execute those specifications. Demonstrated ability to develop test planning documentation, including test plans, tests requirements, test specifications and test procedures for major Integrated Combat Systems. Demonstrated knowledge and familiarity with weapons systems support, database development, and computer program applications to weapon system related projects. Demonstrated management capabilities with increasing responsibilities, including, serving as a project team lead responsible for personnel, performance, schedules and costs.

THE LABOR CATEGORIES DENOTED WITH ASTERISK (*) ARE THE KEY PERSONNEL:

Labor Categories

(1) – Senior Project Engineer *

(1) - Senior Systems Engineer *

(2) – Total Resumes

DIRECT LABOR RATES

The labor categories and hours identified for this requirement are shown below. The contractor is required to submit, as part of its cost proposal, indirect rates and unburdened direct labor rates for the labor categories below, identified for this requirement.

Labor Categories FY 06/FY 07/FY08/FY09/FY10

Senior Project Engineer * 2,000/2,000/2,000/2,000/2,000

Senior Systems Engineer * 100/ 100/ 100/ 100/ 100

Junior Mgmt Analyst 1,900/1,900/1,900/1,900/1,900

Note: The hours identified above are a guidance for proposing purposes only. Offeror's may propose an alternate labor mix.

CONTRACT NO. N00178-05-D-4512	DELIVERY ORDER NO. L601	PAGE 6 of 15
----------------------------------	----------------------------	-----------------

SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of SeaPort-e Multiple Award IDIQ contract.

SECTION E INSPECTION AND ACCEPTANCE

CLINs 1000, 3000, AND (IF OPTIONS ARE EXERCISED) CLIN(s) 1100, 3100, 1200, 3200, 1300, 3300, 4000 AND 6000.

Inspection and Acceptance in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard.

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number	Rating Description
5	Significantly Exceeds Expectation
4	Exceeds Expectation
3	Meets Expectation
2	Barely Meets Expectation
1	Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

Rating Definitions:

Significantly Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

Meets Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

Barely Meets Expectation: Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

CLIN 1000AA Base Year 26 December 2005 through 25 December 2006

CLIN 3000AA Base Year 26 December 2005 through 25 December 2006

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

CLIN 1100AA Option Year One 26 December 2006 through 25 December 2007

CLIN 3100AA Option Year One 26 December 2006 through 25 December 2007

CLIN 1200AA Option Year Two 26 December 2007 through 25 December 2008

CLIN 3200AA Option Year Two 26 December 2007 through 25 December 2008

CLIN 1300AA Option Year Three 26 December 2008 through 25 December 2009

CLIN 3300AA Option Year Three 26 December 2008 through 25 December 2009

CLIN 4000AA Option Year Four 26 December 2009 through 25 December 2010

CLIN 6000AA Option Year Four 26 December 2009 through 25 December 2010

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
1000AA	53535437	5000.00

LLA :
97X4930 NH1K 000 77777 063394 2F 000000 G9T620PGMTCT

Task Order Manager

To be determined at time of award

Contracting Officer

Janice Perkins

4363 Missile Way

Port Hueneme, CA 93043

Janice.Perkins@navy.mil

(805) 228-0604

Contract Specialist

Cecilia Marquez

4363 Missile Way

Port Hueneme, CA 93043

Cecilia.Marquez@navy.mil

(805)228-6191

Deputy for Small Business for this order is:

Eric Duncan

4363 Missile Way

Port Hueneme, CA 93043

Eric.Duncan@navy.mil

(805)228-0372

Defense Contract Audit Agency (DCAA)

TBD

Defense Contract Management Activity (DCMA)

TBD

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract. 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ (Offeror to fill-in) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall

not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)/Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the

traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SECTION H SPECIAL CONTRACT REQUIREMENTS

Special contract requirements (Section H Clauses) shall be in accordance with Section H of the SeaPort-e Multiple Award IDIQ contracts and as described below:

NAVSEA 5252-237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

ADDITIONAL INFORMATION:

The offeror is to certify that all rates proposed for this effort are equal to or less than the rates awarded under their Seaport-e Contract. This requirement flows down to any proposed subcontract effort.

INFORMATION ON DIGITAL FORMAT

The Contractor shall populate Livelink, the standard document management system for NAVSEA, with invoices, status reports, and data deliverables. Immediately after contract award, Livelink accounts will be created for specified contractor accounts, a Livelink project will be created for the contract, and the contractor specified will receive Livelink training. The Contractor shall provide on-line access to and delivery of programmatic and technical data in digital form.

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

A monthly report of contractor personnel assigned to desk/work stations/seats in any or all NSWC PHD buildings, including temporary buildings is required. The report shall provide the NSWC physical location (bldg. #) of the assigned government work area, provide the NSWC PHD Branch-level organizational code supported, and shall highlight any personnel gains or losses.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non-Disclosure Statements

(Attachment (3)) from all contractor personnel working on-site at NSWC

CONTRACT NO. N00178-05-D-4512	DELIVERY ORDER NO. L601	PAGE 12 of 15
----------------------------------	----------------------------	------------------

PHD prior to beginning performance of the contract or entering any NSWC

PHD building, including temporary buildings, whichever is earlier,

highlighting gains and losses and including physical location (building) and organizational code supported. This change is designed to eliminate potential gap between a contractor gaining access to information and the beginning of coverage of a non-disclosure agreement.

SECTION I CONTRACT CLAUSES

In accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of option 1 of the basic IDIQ contract.

Item Latest Option Exercise Date

1100 26 December 2006

1200 26 December 2007

1300 26 December 2008

4000 26 December 2009

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

52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

As prescribed in 19.1407, insert the following clause:

Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(a) Definition. "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

SECTION J LIST OF ATTACHMENTS

Cost Summary Format

Form DD254 Contract Security Classification Specification

Certificate of Non-Disclosure

Supporting Cost Data