

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4010	2. DELIVERY ORDER NO. 0005	3. EFFECTIVE DATE 01/25/2005	4. PURCHASE REQUEST NO. N00178-05-NR-00079
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5. ISSUED BY NSWC, DAHLGREN DIVISION Linda D. Wilkes XDS112 17320 Dahlgren Road Dahlgren, VA 22448-5100 Linda.Wilkes@navy.mil 540-653-7478 Ext.	CODE N00178	6. ADMINISTERED BY DCMC Baltimore - Manassas 10500 Battleview Parkway, Suite 200 Manassas, VA 22100	CODE S2404A
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7. CONTRACTOR American Systems Corporation 13990 Parkeast Circle Chantilly, VA 20151 TIN: 54-0962497	CODE 61443	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 Charleston Vendor Pay Code FP P.O. Box 118054 Charleston, SC 29423-8054	CODE N68892
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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.

American Systems Corporation	Joseph Kopfman, Vice President, Cont
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: Karen D. Lenox	01/25/2005 CONTRACTING/ORDERING OFFICER	22. TOTAL \$40,098
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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

Requisition Number:

Type of Task Order: Cost Plus Fixed Fee (Term)

The most recent order was N00178-04-F-1045 with American Systems Corporation in the amount of \$41,910.39. The period of performance was 28 April 2004 through 30 September 2004.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 CPFF \$33,622

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Technical Services for the inspection, testing, refurbishment, and overhaul of submarine equipment at the TRIDENT Training Facilities per the Statement of Work. (O&MN,N)	312.0 LH	\$13,889	\$1,111	\$15,000

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	Technical Services for the inspection, testing, refurbishment, and overhaul of submarine equipment at the TRIDENT Training Facilities per the Statement of Work. (O&MN,R)	388.0 LH	\$17,243	\$1,379	\$18,622

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003	ODC's in support of 0001AA.		\$6,476
0003AA	ODC's in support of SLIN 0001AA (O&MN,N)	1.0 Lot	\$6,476

Offerors please complete. Whole dollars only.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Submarine TTF Overhaul Support

1.0 BACKGROUND: Combat Direction Systems Activity Dam Neck, Code F11, has the responsibility to provide technical services for the inspection, testing, refurbishment, and overhaul of submarine equipments at the TRIDENT Training Facilities (TTFs) at Bangor, WA and Kings Bay, GA under the cognizance of NAVSEA 07L1. These overhauls are for the following equipments installed at the TTFs: Digital Display Unit (DDU) and Digital Depth Detector (DD2).

2.0 SCOPE: The Contractor shall inspect, overhaul, test and install the following TTF equipments: Pre-Overhaul Test and Inspections (POT&I) at TTF Bangor, WA – Depth Detector S/N 358. Class “B” overhauls at TTF Kings Bay, GA – Digital Display Units S/N’s 17, 26, 27, 29, 30, 31, 32, & 34. Class “D” overhaul at TTF Kings Bay, GA – Depth Detector S/N 357.

3.0 APPLICABLE DOCUMENTS:

- a. Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582.
- b. Trident Training Facility Bangor Life Cycle Support Overhaul Schedule SUBMEPP 9089-083-0586.
- c. Trident Training Facility Kings Bay Life Cycle Support Overhaul Schedule SUBMEPP 9089-083-0588.

4.0 REQUIREMENTS: The Contractor shall accomplish the following tasking. The Contractor shall determine, as part of the equipment overhaul team, when these tasks need to be performed, all within the time and funding restraints of the order.

- a. Submit Laboratory Access Request (LAR) forms for access to TTF equipment located in classrooms, IAW Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582.
- b. Perform Pre-Overhaul Test and Inspections (POT&I) form for equipment to be overhauled, IAW Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582. Submit original to NAWC-TSD/NAVSEA07L-On Site Agent, copy to TOM.
- c. Provide Material Condition Assessment (MCA) form for equipment overhauled, IAW Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582. Submit original to NAWC-TSD/NAVSEA07L-On Site Agent, copy to TOM.
- d. Attend TRIDENT Overhaul and Training System Working Group (TSWG) meetings at TTF Kings Bay, GA and TTF Bangor, WA, as required in support of the overhauls listed in section 2.0. Submit reports IAW CDRL A002.
- e. Perform Class “B” or Class “D” overhauls on the equipments listed in section 2.0, IAW Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582.
- f. Remove equipments from TTF’s, ship equipments to overhaul site, perform overhaul, ship overhaul equipments to TTF and conduct testing with TTF personnel.
- g. Develop and maintain a TTF equipment overhaul matrix, using Trident Training Facility Life Cycle Support Maintenance Plan SUBMEPP 9089-083-0582 for the equipments listed in Section 2.0.

5.0 PROGRESS REPORTS: The Contractor shall deliver the reports listed below.

- a. Monthly Reports shall be delivered during the performance of this task order, IAW CDRL A001.
- b. Trip Reports shall be delivered for all meetings, conferences, and working groups attended while performing this task order, IAW CDRL A002.
- c. A Final Report shall be delivered at the completion of the task order, IAW CDRL A003.

6.0 PLACES OF PERFORMANCE: Efforts under this order shall be performed at Contractor’s Facility (~80%), TTF Bangor, WA, and TTF Kings Bay, GA (~20% between WA and GA facility).

7.0 SECURITY REQUIREMENTS: All personnel performing classified tasks under this task order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform task. Contractor requests for visit authorizations shall be submitted in accordance with DoD

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5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit.

8.0 GOVERNMENT-FURNISHED MATERIAL (GFM): The Task Order Manager (TOM) will furnish, when need arises, required plans, schedules, necessary source and other supporting documentation necessary in performance of the defined tasks. Other GFM required by the Contractor for the performance of this order and not identified herein shall be identified to the COR when the requirement is recognized and will be provided on a case basis by task order modification.

9.0 GOVERNMENT-FURNISHED INFORMATION (GFI): All requirement specification documents required for review, including technical support documents, will be made available to the contractor by the TOM when the need arises. All GFI will be returned to the government upon completion of this task. Items required by the contractor for the performance of this task order and not identified herein shall be identified to the COR when the requirement is recognized and will be provided on a case basis by task order modification.

10.0 GOVERNMENT-FURNISHED EQUIPMENT (GFE): GFE required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by delivery order modification.

11.0 CONTRACTOR-FURNISHED MATERIAL (CFM): The Contractor shall provide materials such as electronic cabling, assembly chassis and hardware, and minor electrical or electronic components required to support equipment overhauls. All excess material purchased with government funds shall be returned to the TOM and documented on a DD Form 1149.

12.0 CONTRACTOR-FURNISHED EQUIPMENT (CFE): Special tools and/or equipment are not required. The tools and equipment needed to complete this task are considered to be common tools and/or equipment of the trade and shall be supplied by the Contractor except for specific items listed as GFE.

13.0 TRAVEL REQUIREMENTS: All travel under this task order must be requested and authorized by the TOM, in writing or by email, and must show the appropriate task order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected.

14.0 TRANSPORTATION OF EQUIPMENT/MATERIAL: The shipment of both Government and Contractor furnished items (overhauled equipment) are required for the performance of this task order. All government property being transferred or received for custody by the Contractor shall be documented on a DD Form 1149.

15.0 TRAINING: The Contractor is expected to provide fully trained and competent personnel to accomplish this order. No costs associated with the training of contractor personnel will be reimbursed.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following are from date of task order award through 30 September 2005.
Estimated at:

0001AA 01/25/2005 - 09/30/2005

0003AA 01/25/2005 - 09/30/2005

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
0001AA	F11000/50116595	15000.00
LLA : AA 1751804 76MA 253 3597A 0 068566 2D XSL001 3597A5N90VEQ (Document # N0002405WX70 219)		
0003AA	F11000/50116568	6476.00
LLA : AB 1751804 8M4K 253 SAS07 0 068342 2D 000000 34K200000000 (Document # N0002405WX70 861 ACRN AA applies)		
0001AB	F11000/50116568	18622.00
LLA : AA 1751804 76MA 253 3597A 0 068566 2D XSL001 3597A5N90VEQ (Document # N0002405WX70 219)		

Task Order Manager
To Be Determined at Award

Contracting Officer
Karen D. Lenox
17320 Dahlgren Road
Dahlgren, VA 22448-5100
karen.lenox@navy.mil
(540) 653-7478

Contract Specialist
Linda D. Wilkes
17320 Dahlgren Road
Dahlgren, VA 22448-5100
linda.wilkes@navy.mil
(540) 653-7478

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 700 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 zero 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 19 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 minus Expended LOE)

divided by 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) Deleted per Amendment 0001 of the Basic Contract.

(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

Section H clauses are in accordance with Section H of the IDIQ contract.

MANDATORY REQUIREMENT

A SECRET clearance is required for all personnel performing under this task order.

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"Critical" Personnel must have three years experience in the last five years in the inspection overhaul and testing of the DDU, and DD2 listed in Section 2.0 of the SOW.

Ddl-H11 CHANGES IN KEY PERSONNEL

(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 the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) 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) The hourly rates of the incumbent and the proposed substitute; and
 - (4) 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.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with",

"participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement:

CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the IDIQ contract.

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SECTION J LIST OF ATTACHMENTS

Attachment is the DD254 Contract Security Classification Specification.
Attachment is the Contract Data Requirements List