

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 16-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. N00024-11-MR-55390	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

Naval Sea Systems Command (NAVSEA)
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
 WASHINGTON NAVY YARD DC 20376-2040
 stacy.cooper@navy.mil 202-781-5124 Ext. 5124

DCMA Baltimore
 217 EAST REDWOOD STREET, SUITE 1800
 BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technology Service Corporation 962 Wayne Avenue, Suite 800 Silver Spring MD 20910-4453	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4139-EH01
	10B. DATED (SEE ITEM 13) 26-Mar-2010
CAGE CODE 61308	FACILITY CODE 053885604

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jill Gerwitz, Authorized Company Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacy M McQuage, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jill Gerwitz (Signature of person authorized to sign)	15C. DATE SIGNED 15-Mar-2011	16B. UNITED STATES OF AMERICA BY /s/Stacy M McQuage (Signature of Contracting Officer)	16C. DATE SIGNED 16-Mar-2011

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GENERAL INFORMATION

The purpose of this modification 02 to Contract N00178-04-D-4139/EH01 is to: 1) modify Section F - Deliveries or Performance to extend the Period of Performance for SLINs 4000AA, 4000AB, 4000AD through 4000AN, 4001AA, 4001AB, 4001AD through 4001AN, 4002AA, 4002AB, 4002AD through 4002AN, 6000AA through 6000AF, 6001AA through 6001AF, and 6002AA through 6002AF at no additional cost to the Government. Accordingly, said task order is modified as follows:

1. Under **Section F - DELIVERIES OR PERFORMANCE** make the following changes:

CHANGE FROM:

SLIN	Period of Performance
4000AA	3/26/2010 - 3/25/2011
4000AB	3/26/2010 - 3/25/2011
4000AC	3/26/2010 - 9/30/2010
4000AD	3/23/2010 - 3/22/2011
4000AE	3/26/2010 - 3/25/2011
4000AF	3/26/2010 - 3/25/2011
4000AG	3/26/2010 - 3/25/2011
4000AH	3/26/2010 - 3/25/2011
4000AJ	3/26/2010 - 3/25/2011
4000AK	3/26/2010 - 3/25/2011
4000AL	3/26/2010 - 3/25/2011
4000AM	3/26/2010 - 3/25/2011
4000AN	3/26/2010 - 3/25/2011
4001AA	3/26/2010 - 3/25/2011
4001AB	3/26/2010 - 3/25/2011
4001AC	3/26/2010 - 9/30/2010
4001AD	3/26/2010 - 3/25/2011
4001AE	3/26/2010 - 3/25/2011
4001AF	3/26/2010 - 3/25/2011
4001AG	3/26/2010 - 3/25/2011
4001AH	3/26/2010 - 3/25/2011
4001AJ	3/26/2010 - 3/25/2011
4001AK	3/26/2010 - 3/25/2011
4001AL	3/26/2010 - 3/25/2011
4001AM	3/26/2010 - 3/25/2011
4001AN	3/26/2010 - 3/25/2011
4002AA	3/26/2010 - 3/25/2011

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4002AB	3/26/2010 - 3/25/2011
4002AC	3/26/2010 - 9/30/2010
4002AD	3/26/2010 - 3/25/2011
4002AE	3/26/2010 - 3/25/2011
4002AF	3/26/2010 - 3/25/2011
4002AG	3/26/2010 - 3/25/2011
4002AH	3/26/2010 - 3/25/2011
4002AJ	3/26/2010 - 3/25/2011
4002AK	3/26/2010 - 3/25/2011
4002AL	3/26/2010 - 3/25/2011
4002AM	3/26/2010 - 3/25/2011
4002AN	3/26/2010 - 3/25/2011
6000AA	3/26/2010 - 3/25/2011
6000AB	3/26/2010 - 3/25/2011
6000AC	3/26/2010 - 3/25/2011
6000AD	3/26/2010 - 3/25/2011
6000AE	3/26/2010 - 3/25/2011
6000AF	3/26/2010 - 3/25/2011
6001AA	3/26/2010 - 3/25/2011
6001AB	3/26/2010 - 3/25/2011
6001AC	3/26/2010 - 3/25/2011
6001AD	3/26/2010 - 3/25/2011
6001AE	3/26/2010 - 3/25/2011
6001AF	3/26/2010 - 3/25/2011
6002AA	3/26/2010 - 3/25/2011
6002AB	3/26/2010 - 3/25/2011
6002AC	3/26/2010 - 3/25/2011
6002AD	3/26/2010 - 3/25/2011
6002AE	3/26/2010 - 3/25/2011
6002AF	3/26/2010 - 3/25/2011

CHANGE TO:

SLIN	Period of Performance
4000AA	3/26/2010 - 8/30/2011
4000AB	3/26/2010 - 8/30/2011
4000AC	3/23/2010 - 9/30/2010
4000AD	3/23/2010 - 8/30/2011
4000AE	3/26/2010 - 8/30/2011
4000AF	3/26/2010 - 8/30/2011
4000AG	3/26/2010 - 8/30/2011
4000AH	3/26/2010 - 8/30/2011
4000AJ	3/26/2010 - 8/30/2011
4000AK	3/26/2010 - 8/30/2011

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4000AL	3/26/2010 - 8/30/2011
4000AM	3/26/2010 - 8/30/2011
4000AN	3/26/2010 - 8/30/2011
4001AA	3/26/2010 - 8/30/2011
4001AB	3/26/2010 - 8/30/2011
4001AC	3/26/2010 - 9/30/2010
4001AD	3/26/2010 - 8/30/2011
4001AE	3/26/2010 - 8/30/2011
4001AF	3/26/2010 - 8/30/2011
4001AG	3/26/2010 - 8/30/2011
4001AH	3/26/2010 - 8/30/2011
4001AJ	3/26/2010 - 8/30/2011
4001AK	3/26/2010 - 8/30/2011
4001AL	3/26/2010 - 8/30/2011
4001AM	3/26/2010 - 8/30/2011
4001AN	3/26/2010 - 8/30/2011
4002AA	3/26/2010 - 8/30/2011
4002AB	3/26/2010 - 8/30/2011
4002AC	3/26/2010 - 9/30/2010
4002AD	3/26/2010 - 8/30/2011
4002AE	3/26/2010 - 8/30/2011
4002AF	3/26/2010 - 8/30/2011
4002AG	3/26/2010 - 8/30/2011
4002AH	3/26/2010 - 8/30/2011
4002AJ	3/26/2010 - 8/30/2011
4002AK	3/26/2010 - 8/30/2011
4002AL	3/26/2010 - 8/30/2011
4002AM	3/26/2010 - 8/30/2011
4002AN	3/26/2010 - 8/30/2011
6000AA	3/26/2010 - 8/30/2011
6000AB	3/26/2010 - 8/30/2011
6000AC	3/26/2010 - 8/30/2011
6000AD	3/26/2010 - 8/30/2011
6000AE	3/26/2010 - 8/30/2011
6000AF	3/26/2010 - 8/30/2011
6001AA	3/26/2010 - 8/30/2011
6001AB	3/26/2010 - 8/30/2011
6001AC	3/26/2010 - 8/30/2011
6001AD	3/26/2010 - 8/30/2011
6001AE	3/26/2010 - 8/30/2011
6001AF	3/26/2010 - 8/30/2011
6002AA	3/26/2010 - 8/30/2011
6002AB	3/26/2010 - 8/30/2011
6002AC	3/26/2010 - 8/30/2011
6002AD	3/26/2010 - 8/30/2011
6002AE	3/26/2010 - 8/30/2011
6002AF	3/26/2010 - 8/30/2011

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Except as modified herein, all terms and conditions remain in full force and effect.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000						██████████
4000AA	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (WPN)	8320.0	LH	██████████	██████████	██████████
4000AB	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (OTHER)	1.0	Lot	██████████	██████████	██████████
4000AC	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (SCN)	1.0	Lot	██████████	██████████	██████████
4000AD	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING -See Note A (CVN-78) (SCN)	1.0	Lot	██████████	██████████	██████████
4000AE	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING -See Note A (DDG) (SCN)	1.0	Lot	██████████	██████████	██████████
4000AF	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PUKW4493278003 (FMS Case #UK-P-G AH)	1.0	Lot	██████████	██████████	██████████
4000AG	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PJAT4400058003 (FMS Case #JA-P-F	1.0	Lot	██████████	██████████	██████████

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EN)

4000AH	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PJAH449279S203 (FMS Case #JA-P-F EV)	1.0 Lot	██████████	██████████	██████████
4000AJ	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PJAH4491478072 (FMS Case #JA-P-F LW)	1.0 Lot	██████████	██████████	██████████
4000AK	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PATB449278S362 (FMS Case #AT-P-G MD)	1.0 Lot	██████████	██████████	██████████
4000AL	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PAT5449278S121 (FMS Case #AT-P-G LR)	1.0 Lot	██████████	██████████	██████████
4000AM	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PCN0449279S802 (FMS Case #CN-P-F BA)	1.0 Lot	██████████	██████████	██████████
4000AN	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) Requisition # PPKC449278S092 (FMS Case #PK-P-L CL)	1.0 Lot	██████████	██████████	██████████
4000BA	TASK 1: MK 15 CIWS PRODUCTION/OVERHA	8320.0 LH	██████████	██████████	██████████

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	UL ENGINEERING (See Note A) (TBD) Option				
4000CA	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (TBD) Option	8320.0 LH	██████████	██████████	██████████
4000DA	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (TBD) Option	8320.0 LH	██████████	██████████	██████████
4000EA	TASK 1: MK 15 CIWS PRODUCTION/OVERHA UL ENGINEERING (See Note A) (TBD) Option	8320.0 LH	██████████	██████████	██████████
4001				██████████	
4001AA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (WPN)	10400.0 LH	██████████	██████████	██████████
4001AB	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (OTHER)	1.0 Lot	██████████	██████████	██████████
4001AC	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (SCN)	1.0 Lot	██████████	██████████	██████████
4001AD	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT -See Note A (CVN-78) (SCN)	1.0 Lot	██████████	██████████	██████████
4001AE	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT -See Note A (DDG) (SCN)	1.0 Lot	██████████	██████████	██████████

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4001AF	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PUKW4493278004 (FMS Case #UK-P-G AH)	1.0 Lot	██████████	██████████	██████████
4001AG	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PJAT4400058004 (FMS Case #JA-P-F EN)	1.0 Lot	██████████	██████████	██████████
4001AH	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PJA449279S204 (FMS Case #JA-P-F EV)	1.0 Lot	██████████	██████████	██████████
4001AJ	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PJA4491478073 (FMS Case #JA-P-F LW)	1.0 Lot	██████████	██████████	██████████
4001AK	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PATB449278S363 (FMS Case #AT-P-G MD)	1.0 Lot	██████████	██████████	██████████
4001AL	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT (See Note A) Requisition # PAT5449278S122 (FMS Case #AT-P-G LR)	1.0 Lot	██████████	██████████	██████████
4001AM	TASK 2: MK 15 CIWS DESIGN/DEVELOPMENT ENGINEERING	1.0 Lot	██████████	██████████	██████████

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SUPPORT (See Note
A) Requisition #
PCN0449279S803
(FMS Case #CN-P-F
BA)

4001AN	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) Requisition # PPKC449278S093 (FMS Case #PK-P-L CL)	1.0 Lot	██████████	██████████	██████████
4001BA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	10400.0 LH	██████████	██████████	██████████
4001CA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	10400.0 LH	██████████	██████████	██████████
4001DA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	10400.0 LH	██████████	██████████	██████████
4001EA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	10400.0 LH	██████████	██████████	██████████
4002					██████████
4002AA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (WPN)	6240.0 LH	██████████	██████████	██████████
4002AB	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (OTHER)	1.0 Lot	██████████	██████████	██████████
4002AC	TASK 3: MK 15	1.0 Lot	██████████	██████████	██████████

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CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note
A) (SCN)

4002AD TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT -See Note
A (CVN-78) (SCN)

4002AE TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT -See Note
A (DDG) (SCN)

4002AF TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note
A) Requisition #
PUKW4493278005
(FMS Case #UK-P-G
AH)

4002AG TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note
A) Requisition #
PJAT4400058005
(FMS Case #JA-P-F
EN)

4002AH TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note
A) Requisition #
PJA449279S205
(FMS Case #JA-P-F
EV)

4002AJ TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note
A) Requisition #
PJA4491478074
(FMS Case #JA-P-F
LW)

4002AK TASK 3: MK 15 1.0 Lot ██████████ ██████████ ██████████
CIWS PHALANX
LOGISTICS
ENGINEERING
SUPPORT (See Note

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A) Requisition #
PATB449278S364
(FMS Case #AT-P-G
MD)

4002AL	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) Requisition # PAT5449278S123 (FMS Case #AT-P-G LR)	1.0 Lot	██████████	██████████	██████████
4002AM	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) Requisition # PCN0449279S804 (FMS Case #CN-P-F BA)	1.0 Lot	██████████	██████████	██████████
4002AN	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) Requisition # PPKC449278S094 (FMS Case #PK-P-L CL)	1.0 Lot	██████████	██████████	██████████
4002BA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	6240.0 LH	██████████	██████████	██████████
4002CA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	6240.0 LH	██████████	██████████	██████████
4002DA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	6240.0 LH	██████████	██████████	██████████
4002EA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD)	6240.0 LH	██████████	██████████	██████████

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Option

4003

██████████

4003AA SURGE IN SUPPORT
OF TASKS 1 - 3
CIWS PRODUCTION
/OVERHAUL
ENGINEERING
SUPPORT, DESIGN
ENGINEERING
SUPPORT, AND
INTEGRATED
LOGISTICS
ENGINEERING (TBD)
Option

2496.0 LH

██████████

██████████

██████████

4003BA SURGE IN SUPPORT
OF TASKS 1 - 3
CIWS PRODUCTION
/OVERHAUL
ENGINEERING
SUPPORT, DESIGN
ENGINEERING
SUPPORT, AND
INTEGRATED
LOGISTICS
ENGINEERING (TBD)
Option

2496.0 LH

██████████

██████████

██████████

4003CA SURGE IN SUPPORT
OF TASKS 1 - 3
CIWS PRODUCTION
/OVERHAUL
ENGINEERING
SUPPORT, DESIGN
ENGINEERING
SUPPORT, AND
INTEGRATED
LOGISTICS
ENGINEERING (TBD)
Option

2496.0 LH

██████████

██████████

██████████

4003DA SURGE IN SUPPORT
OF TASKS 1 - 3
CIWS PRODUCTION
/OVERHAUL
ENGINEERING
SUPPORT, DESIGN
ENGINEERING
SUPPORT, AND
INTEGRATED
LOGISTICS
ENGINEERING (TBD)
Option

2496.0 LH

██████████

██████████

██████████

4003EA SURGE IN SUPPORT
OF TASKS 1 - 3
CIWS PRODUCTION
/OVERHAUL
ENGINEERING
SUPPORT, DESIGN
ENGINEERING
SUPPORT, AND
INTEGRATED

2496.0 LH

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LOGISTICS
ENGINEERING (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000			██████████
6000AA	TASK 1 ODCs in support of 4000AA (WPN)	1.0 Lot	██████████
6000AB	TASK 1 ODCs in support of 4000AB (OTHER)	1.0 Lot	██████████
6000AC	TASK 1 ODCs in support of 4000AF Requisition # PUKW4493278006 (FMS Case #UK-P-G AH)	1.0 Lot	██████████
6000AD	TASK 1 ODCs in support of 4000AG Requisition # PJAT4400058006 (FMS Case #JA-P-F EN)	1.0 Lot	██████████
6000AE	TASK 1 ODCs in support of 4000AH Requisition # PJAH449279S206 (FMS Case #JA-P-F EV)	1.0 Lot	██████████
6000AF	TASK 1 ODCs in support of 4000AM Requisition # PCN0449279S805 (FMS Case #CN-P-F BA)	1.0 Lot	██████████
6000BA	TASK 1: MK 15 CIWS PRODUCTION/OVERHAUL ENGINEERING (See Note A) (TBD) Option	1.0 Lot	██████████
6000CA	TASK 1: MK 15 CIWS PRODUCTION/OVERHAUL ENGINEERING (See Note A)	1.0 Lot	██████████

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(TBD)
Option

6000DA TASK 1: MK 15 1.0 Lot [REDACTED]

CIWS
PRODUCTION/OVERHA
UL ENGINEERING
(See Note A)
(TBD)
Option

6000EA TASK 1: MK 15 1.0 Lot [REDACTED]

CIWS
PRODUCTION/OVERHA
UL ENGINEERING
(See Note A)
(TBD)
Option

6001 [REDACTED]

6001AA TASK 2 ODCs in 1.0 Lot [REDACTED]
support of 4001AA

(WPN)

6001AB TASK 2 ODCs in 1.0 Lot [REDACTED]
support of 4001AB

(OTHER)

6001AC TASK 2 ODCs in 1.0 Lot [REDACTED]
support of

4001AF
Requisition #
PUKW4493278007
(FMS Case #UK-P-G
AH)

6001AD TASK 2 ODCs in 1.0 Lot [REDACTED]
support of

4001AG
Requisition #
PJAT4400058007
(FMS Case #JA-P-F
EN)

6001AE TASK 2 ODCs in 1.0 Lot [REDACTED]
support of

4001AH
Requisition #
PJAH449279S207
(FMS Case #JA-P-F
EV)

6001AF TASK 2 ODCs in 1.0 Lot [REDACTED]
support of

4001AM
Requisition #
PCN0449279S806
(FMS Case #CN-P-F
BA)

6001BA TASK 2: MK 15 1.0 Lot [REDACTED]

CIWS
DESIGN/DEVELOPMEN
T ENGINEERING

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SUPPORT (See Note
A) (TBD)
Option

6001CA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6001DA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6001EA	TASK 2: MK 15 CIWS DESIGN/DEVELOPME NT ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6002			██████████
6002AA	TASK 3 ODCs in support of 4002AA (WPN)	1.0 Lot	██████████
6002AB	TASK 3 ODCs in support of 4002AB (OTHER)	1.0 Lot	██████████
6002AC	TASK 3 ODCs in support of 4002AF Requisition # PUKW4493278008 (FMS Case #UK-P-G AH)	1.0 Lot	██████████
6002AD	TASK 3 ODCs in support of 4002AG Requisition # PJAT4400058008 (FMS Case #JA-P-F EN)	1.0 Lot	██████████
6002AE	TASK 3 ODCs in support of 4002AH Requisition # PJA449279S208 (FMS Case #JA-P-F EV)	1.0 Lot	██████████
6002AF	TASK 3 ODCs in support of 4002AM	1.0 Lot	██████████

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Requisition #
PCN0449279S807
(FMS Case #CN-P-F
BA)

6002BA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6002CA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6002DA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████
6002EA	TASK 3: MK 15 CIWS PHALANX LOGISTICS ENGINEERING SUPPORT (See Note A) (TBD) Option	1.0 Lot	██████████

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Proposed labor hours will be incorporated in Section B pricing structure as well as the Level of Effort clause found in Section H upon Task Order award. The Government estimate is **24,960 man hours per year**(excludes estimated man-hours for surge). The Government estimate is based on the total anticipated level of effort for all Task combined per CLIN.

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: RESERVED

NOTE D: SURGE

If the Government determines that an increased level of effort for Engineering, Technical, or Administrative support is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work in accordance with the Statement of Work. In the event the Government does elect to exercise the Surge Option Item, the appropriate

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ceiling and level of effort (man-hours) may be realigned under the Labor CLIN for each Task identified in the Statement of Work. The Government estimate is **2,496 man-hours per year (10% of Labor Hours)** for surge Option Items.

NOTE E: OTHER DIRECT COST

The Government estimates Other Direct Costs for this Task Order to be no more than [REDACTED] **per year** (including ODC Surge requirements). This ODC estimate must be included in Section B of the offer for all Tasks 1 - 3 CLINs (including supporting surge CLINs). Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

NOTE F:

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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

This entire contract is cost type. Labor CLINs are Cost Plus Fixed Fee and ODC CLINs are Costs Only.

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to **(To be filled in by offer at time of proposal NOT to exceed 8%)** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and

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around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

A. GENERAL INFORMATION

1. BACKGROUND:

Program Executive Office for Integrated Warfare Systems (PEO IWS) 3.0 is the United States Navy (USN) and International Navy's designated major program responsible for USN and Foreign Military Sales (FMS) surface ship weapons and launchers. This solicitation includes quality, senior level systems engineering and logistics engineering support of the Close-In Weapon System (CIWS) Program Office (PEO IWS 3BC).

The MK 15 CIWS is composed of three variants: Phalanx Block (Blk) 1B, Sea Rolling Airframe Missile (SeaRAM), and the Land Based Phalanx Weapon System (LPWS). Phalanx Blk 1B is a self-defense weapon system deployed in the USN, Coast Guard, and FMS Fleet. The Phalanx Block 1B's primary mission is to provide terminal defense against Anti-Ship Missiles (ASM) and high speed aircraft penetrating outer Fleet defensive envelopes. An added mission is to counter multiple fast surface craft and slow flying helicopters and aircraft. SeaRAM provides a complete stand-alone detect to engage system with quick reaction time and simplified low cost combat system integration to defeat ASM threats. The SeaRAM base system is a Phalanx Blk 1B Weapon System with removal of the gun system and incorporation of an 11-round Rolling Airframe Missile (RAM) guide. SeaRAM has been selected for integration/deployment in LCS Class Ships, CVN-78 Class Ship, integration testing in land-based test facilities, and potential FMS. LPWS is a self contained weapon system providing the US Army with a stand-alone capability to detect engage and defeat rocket, artillery and mortar attacks in Iraq. Raytheon Systems is the prime manufacturer of the MK 15 CIWS. The production/overhaul facility is located in Louisville, KY and the design engineering facilities are located in Tucson, AZ. This statement of work shall apply to all existing and future variants of the MK15 CIWS.

2. PURPOSE: This solicitation seeks a Contractor capable of providing quality, senior level engineering support for MK 15 CIWS Production/Overhaul Engineering, Design Engineering and Integrated Logistics Engineering Management. Appropriation types in support of these efforts include: RDT&E, SCN, WPN, O&MN, FMS, FMS administrative, and Army. The Contractor will provide the following senior level engineering services and Subject Matter Experts (SMEs) in support of USN and FMS requirements .

PERFORMANCE OBJECTIVES:

TASK 1: MK 15 CIWS PRODUCTION/OVERHAUL ENGINEERING

GENERAL: The Contractor shall provide SMEs to provide Product Assurance Engineering Reliability, Maintainability, Availability & Quality Assurance (RMA&QA) Engineering, and Program Management Support for the CIWS Overhaul and Production efforts. These engineering services shall include systems engineering, industrial engineering, concept formulation analysis, production planning and providing guidance to and participation in program planning and coordination activities. Unless

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otherwise noted, the Contractor shall provide these services on a daily basis to the CIWS Program Office. These engineering services include but are not limited to:

1. Provide Subject matter expertise in assessment of Raytheon's Production and Depot Overhaul Product Assurance Program in Louisville, KY. Review contractor program documentation, including but not limited to reliability, maintainability, and quality assurance plans and analyses, and monitor application of results in the isolation and elimination of RMA&QA issues. Review process data and conduct statistical analyses to evaluate adequacy of industrial process controls. Assess OEM and supplier quality programs for adequacy and compliance with Government and industry requirements. Plan and conduct quality audits at Original Equipment Manufacturer (OEM) and supplier facilities.
2. The Contractor shall be on-site at the Raytheon Systems, Louisville, KY facility for continuous on-site engineering monitoring support. Participate in weekly and bi-weekly product assurance meetings including but not limited to Failure Review Board Team, the Corrective Action Board Team, the Corrective Action Plan Team and CIWS Fleet/LPWS Field Reliability Improvement Team and the Quality Integrated Product Team all sponsored by Raytheon Systems. Assess Production and Depot Overhaul Contractor's Failure Data Collection Program including reporting procedures, utilization of data for production and design problem identification, effectiveness of analysis, and the closed loop corrective action system. Formulate and submit recommendations that maximize problem identification and corrective action for improving RMA&QA.
3. Provide technical and contractual expertise in defining and preparing contract vehicles (Solicitations, Procurement Requests, Statements of Work, and Technical Instructions). Establish product assurance and control tasks to be implemented by the Production and Depot Overhaul Contractor for CIWS production and depot overhaul. Provide expert subject matter expertise in evaluation of contractor proposals and technical audits. Act in a technical advisory capacity during contract negotiations.
4. Assess the Production and Depot Overhaul Contractor's product assurance factory acceptance test plans and procedures for adequacy to: (a) verify defined system performance parameters; and (b) provide realistic database for statistical assessment of achieved results .
5. Evaluate implementation of the Contractor's production and depot overhaul test program including: incoming inspection acceptance tests for parts; materials; higher level assemblies supplied by vendors and subcontractors; production line functional tests at major assembly points in production hardware buildup, burn-in, failure-free test, Category "A" testing, and environmental "debugging" tests for detection and correction of manufacturing control problems; production acceptance tests; and all production reliability and maintainability tests.
6. Perform RMA&QA engineering analysis and recommend corrective action for resolution of Category "A" (Quality Conformance Inspection) and Category "B" (Periodic Conformance Inspection) failures at the prime contractor and vendors' production facilities.
7. Provide SMEs in assessment of contractor and vendor fabrication, test and quality assurance processes, including on-site assessment of vendors' facilities. Coordinate and conduct Quality Working Groups (QWGs) and brief results to Navy management activities. Provide RMA&QA technical advice at program manager review meetings, production review meetings, qualification test meetings and technical management team meetings.

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8. Provide SMEs in evaluation and optimization of contractor and vendors' environmental stress screening programs, and present findings to Navy management.
9. Develop improved product assurance methods, techniques, and procedures for design efforts resulting from production/overhaul ECPs.
10. Provide technical assistance in evaluating Production, Depot Overhaul Contractor's proposed RMA&QA planning document updates.
11. Assess Production and Depot Overhaul Contractor's RMA&QA reports for production and overhauled systems and evaluate the effectiveness of technical/engineering actions. Monitor the actual to projected reliability through analyses of field failure data, and identify predominant Mean Time Between Failure (MTBF) drivers and failure modes.
12. Participate as an advisor on CIWS warranty issues .

TASK 2: MK15 CIWS DESIGN/DEVELOPMENT ENGINEERING SUPPORT

GENERAL: The Contractor shall provide quality subject matter expertise for Design Evaluation Engineering and Program Management Support for the CIWS Design/Development Programs including all design changes resulting from the Technical Refresh Program. These engineering services shall include special engineering investigations and analyses of program issues, and concept formulation analysis in support of radar improvements, signal processing and sensor integration to CIWS and all other design related issues. These efforts shall include but are not limited to:

1. Perform detailed technical reviews of modifications to all design and test documentation, including but not limited to CIWS Weapon Specifications, qualification test plans and procedures, and periodic conformance inspection plans and procedures. Provide subject matter expertise in assessment of coverage and verification of performance and service requirements, and provide recommendations to Navy management activities. (Not SCN Funded.)
2. Provide SME guidance to the definition of the Technical Refresh programs including attending the Raytheon internal peer reviews. Perform analyses of selected radio frequency and electro-optical tracking and firing data; evaluating track quality and system performance requirements.
3. Provide subject matter expertise to support system modeling and simulations for CIWS. The contractor shall provide engineering and scientific expertise in modeling and simulation, high-level architecture, technology, planning, development, verification and validation, and execution in support of system and subsystem development, operation, system analysis and use. Design, develop, verify and validate, operate, maintain/update, and document system simulation that realistically characterizes existing or conceptual systems. Verify and validate, operate, maintain/update, and document high fidelity simulations that contain models of all the hardware and software. (Not SCN Funded.)
4. The Contractor shall be on-site at the Raytheon Systems', Tucson, AZ facility and provide on-site engineering monitoring support. Participate in weekly and bi-weekly design engineering meetings including but not limited to Qualification Working Group (QWG) team meetings sponsored by Raytheon. Assess the Design Agent's engineering efforts for all design changes as well as the proofing and testing of those design changes. Review the reporting procedures, utilization of data for design

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problem identification, and effectiveness of analysis and closed loop corrective action system; and provide recommendations, as applicable, to maximize problem identification for corrective action for assurance and meeting RMA&QA.

5. Orchestrate and assist in the management of Qualification Conformance Inspection (QCI) and Periodic Conformance Inspection (PCI) testing programs, including but not limited to: system and subsystem level PCIs; SeaRAM design qualification; new TV system integration tests; and the qualification testing of all Technical Refresh Designs planned and unplanned.

6. Provide SME guidance on CIWS applications of embedded Commercial Off The Shelf (COTS) computer design peer reviews.

7. Review software design and development process documentation and comment on planned improvements in system software capability. (Not SCN Funded.)

8. Create and modify Reliability Block Diagram Models. Update Wartime Mission Profiles, and equipment use factors and subsystem duty cycle matrices as required. Provide subject matter expertise in analysis of CIWS Fleet and field failures, and present findings at Navy and Army data reviews. (Not SCN Funded.)

9. Participate in developing CIWS operational test requirements.

10. Participate in monitoring the parts obsolescence issues for various assemblies, Circuit Card Assemblies (CCAs) and the design requirement for potential replacements.

11. Plan and conduct software reliability growth tracking and modeling activities during software development. Report software reliability status and requirements metrics to Navy management.

12. Provide SME engineering expertise to follow and evaluate various technical redesign issues. Assess performance, reliability and logistics aspects of proposed design modifications and advise Navy management of any associated risks.

13. Perform detailed technical reviews of design analyses for all CIWS hardware modifications, including but not limited to: performance analyses, stress and thermal analyses, reliability predictions, and failure modes, effects and criticality analyses for any major design changes.

14. Review Class I and Class II ECPs for possible producibility, reliability, or cost impacts.

15. Lead in the development of a concept for repackaging and modernizing the Phalanx Weapon System hardware and software. Support the CIWS Technical Refresh Team's planned technology benchmarking and industry survey of applicable advanced technologies that can improve performance, reduce cost of ownership, and improve reliability of the current and future CIWS product lines. (Not SCN Funded.)

16. Develop Defense Acquisition Challenge Proposals (DACPs) that meet the OSD Comparative Testing Office proposal criteria and timelines. Recommend technology insertion strategies, support the proposal development process, and prepare/support the DACP briefing schedule necessary to meet the DACP critical delivery milestones. Assist in assessing the technology readiness level of candidate

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product improvement ideas while developing the DACP cost, schedule and risk assessment . (Not SCN Funded.)

TASK 3: MK15 CIWS INTEGRATED LOGISTICS ENGINEERING MANAGEMENT SUPPORT

GENERAL: The Contractor shall provide quality Integrated Logistics Engineering Management Support for the CIWS Program Office, PEO IWS 3B. The contractor shall provide a systems engineering approach in managing logistics efforts. These engineering services shall be provided by SMEs and include special logistics engineering, analysis of program issues, concept formulation analysis, and planning, coordinating, and providing guidance to and participation in the overall CIWS logistics activities. These engineering services include but are not limited to:

1. Manage all CIWS Integrated Logistics Support (ILS) planning and execution by overseeing the ILS efforts of the contractor(s) and other naval activities.
2. Develop and manage CIWS ILS budgets and business plans for all activities within the program. This will include: budget development and tracking of all ILS elements; spares budget modeling and projections; and generation, tracking, and upkeep of P-18 and Program Support Data (PSD) Sheets.
3. Schedule and chair CIWS Integrated Logistics Support Management Team (ILSMT) and all lower level CIWS ILS meetings. Provide briefings and reports of these meetings to management.
4. Provide SME to manage and oversee the determination of CIWS spares requirements including On Board Repair Part (OBRP) loads, wholesale spares, Installation and Checkout (INCO) material, depot level piece parts, and overhaul material. Spares requirements will be determined using Readiness Based Sparing (RBS) techniques, wholesale spares modeling, and technical over-rides. The SME will oversee the generation and tracking of the spares budgets and buy lists and the subsequent management of the spare parts, repair parts, and consumables. Develop and monitor US Army specific spares list including Forward Operating Base, Satellite, and Deep Insurance Spares. Monitor OEM warranty issues to determine possible impact on sparing levels.
5. Review and provide comments on ILS documents and the ILS sections of top-level documents and updates to these documents. These include, but are not limited to, the ILS Plan, Configuration Management Plan, contractual requirements, maintenance planning and technical documentation, operational requirements, Test & Evaluation Master Plans, and Weapon Specifications. Manage the generation and update of the ILS portions of these documents.
6. Review Advanced Change Study Notices, ECP's, requests for waiver, requests for deviation, and Ordnance Alteration (ORDALT) Instructions for ILS Impact.
7. Review Fleet 3M demand data in the Materials Readiness Data Base (MRDB) to isolate the logistics elements responsible for Not In Stock (NIS), Not On Board (NOB), OBRP, Mean Logistics Down Time (MLDT), Mean Time To Repair (MTTR), and Casualty Report (CASREP) issues.
8. Provide ILS inputs on the use of COTS material in the MK15 CIWS including: equipment/vendor selection, life cycle cost modeling, cost trade-off studies, life cycle management, logistics support management, and asset reuse.

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9. Manage the generation and update of ILS Certificates submitted to the Ships Logistics Manager for ILS certification of each ship type. Monitor ILS certification of SHIPALT's and ORDALT's and expedite waivers.

10. Review and provide ILS inputs on support equipment plans and documentation, Total Ownership Cost (TOC) studies, Diminishing Manufacturing Sources (DMS) analyses, and naval training plan documentation as required.

11. Chair the Technical Documentation integrated product team. Review technical documentation in support of CIWS Technical Manuals. Participate in the validation/verification process for all technical documentation.

CLAUSES INCORPORATED IN FULL TEXT

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the

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Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 3) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Non-disclosure Statements shall be returned to the Contracting Officer's Representative (identified as the Task Order Manager in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS – There are no packaging or marking requirements for the services order under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor

Name of Individual Sponsor:
Name of Requiring Activity:
City and State:

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SECTION E INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

Item(s)	Inspect At	Inspect By	Accept At	Accept By
All	Destination	Government	Destination	Government

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000 and 6000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000AA	3/26/2010 - 8/30/2011
4000AB	3/26/2010 - 8/30/2011
4000AC	3/26/2010 - 9/30/2010
4000AD	3/23/2010 - 8/30/2011
4000AE	3/26/2010 - 8/30/2011
4000AF	3/26/2010 - 8/30/2011
4000AG	3/26/2010 - 8/30/2011
4000AH	3/26/2010 - 8/30/2011
4000AJ	3/26/2010 - 8/30/2011
4000AK	3/26/2010 - 8/30/2011
4000AL	3/26/2010 - 8/30/2011
4000AM	3/26/2010 - 8/30/2011
4000AN	3/26/2010 - 8/30/2011
4001AA	3/26/2010 - 8/30/2011
4001AB	3/26/2010 - 8/30/2011
4001AC	3/26/2010 - 9/30/2010
4001AD	3/26/2010 - 8/30/2011
4001AE	3/26/2010 - 8/30/2011
4001AF	3/26/2010 - 8/30/2011
4001AG	3/26/2010 - 8/30/2011
4001AH	3/26/2010 - 8/30/2011
4001AJ	3/26/2010 - 8/30/2011
4001AK	3/26/2010 - 8/30/2011
4001AL	3/26/2010 - 8/30/2011
4001AM	3/26/2010 - 8/30/2011
4001AN	3/26/2010 - 8/30/2011
4002AA	3/26/2010 - 8/30/2011
4002AB	3/26/2010 - 8/30/2011
4002AC	3/26/2010 - 9/30/2010
4002AD	3/26/2010 - 8/30/2011
4002AE	3/26/2010 - 8/30/2011
4002AF	3/26/2010 - 8/30/2011
4002AG	3/26/2010 - 8/30/2011
4002AH	3/26/2010 - 8/30/2011
4002AJ	3/26/2010 - 8/30/2011
4002AK	3/26/2010 - 8/30/2011
4002AL	3/26/2010 - 8/30/2011
4002AM	3/26/2010 - 8/30/2011

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4002AN	3/26/2010 - 8/30/2011
6000AA	3/26/2010 - 8/30/2011
6000AB	3/26/2010 - 8/30/2011
6000AC	3/26/2010 - 8/30/2011
6000AD	3/26/2010 - 8/30/2011
6000AE	3/26/2010 - 8/30/2011
6000AF	3/26/2010 - 8/30/2011
6001AA	3/26/2010 - 8/30/2011
6001AB	3/26/2010 - 8/30/2011
6001AC	3/26/2010 - 8/30/2011
6001AD	3/26/2010 - 8/30/2011
6001AE	3/26/2010 - 8/30/2011
6001AF	3/26/2010 - 8/30/2011
6002AA	3/26/2010 - 8/30/2011
6002AB	3/26/2010 - 8/30/2011
6002AC	3/26/2010 - 8/30/2011
6002AD	3/26/2010 - 8/30/2011
6002AE	3/26/2010 - 8/30/2011
6002AF	3/26/2010 - 8/30/2011

The periods of performance for the following Option Items are as follows:

4000BA	3/26/2011 - 3/25/2012
4000CA	3/26/2012 - 3/25/2013
4000DA	3/26/2013 - 3/25/2014
4000EA	3/26/2014 - 3/25/2015
4001BA	3/26/2011 - 3/25/2012
4001CA	3/26/2012 - 3/25/2013
4001DA	3/26/2013 - 3/25/2014
4001EA	3/26/2014 - 3/25/2015
4002BA	3/26/2011 - 3/25/2012
4002CA	3/26/2012 - 3/25/2013
4002DA	3/26/2013 - 3/25/2014
4002EA	3/26/2014 - 3/25/2015
4003AA	3/26/2010 - 3/25/2011
4003BA	3/26/2011 - 3/25/2012
4003CA	3/26/2012 - 3/25/2013
4003DA	3/26/2013 - 3/25/2014
4003EA	3/26/2014 - 3/25/2015
6000BA	3/26/2011 - 3/25/2012
6000CA	3/26/2012 - 3/25/2013
6000DA	3/26/2013 - 3/25/2014
6000EA	3/26/2014 - 3/25/2015
6001BA	3/26/2011 - 3/25/2012
6001CA	3/26/2012 - 3/25/2013
6001DA	3/26/2013 - 3/25/2014

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6001EA	3/26/2014 - 3/25/2015
6002BA	3/26/2011 - 3/25/2012
6002CA	3/26/2012 - 3/25/2013
6002DA	3/26/2013 - 3/25/2014
6002EA	3/26/2014 - 3/25/2015

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>TBD</u>
Pay Office DODAAC	<u>TBD</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
robert.grahovac@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

BUSINESS FINANCIAL MANAGER (BFM)

Naval Sea Systems Command
Attn: Robert G. Grahovac
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (703) 872-3786
e-mail: robert.grahovac@navy.mil

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Mr. Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Michael J. Taylor, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-3948
e-mail: michael.j.taylor1@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)*

Naval Sea Systems Command
Attn: Brett Bikowski
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-5178
e-mail: brett.bikowski@navy.mil
**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)**

Naval Sea Systems Command
Attn: Robert G. Grahovac
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (703) 872-3786
e-mail: robert.grahovac@navy.mil

***Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

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The Government reserves the right to unilaterally change the points of contact at anytime.

Accounting Data

SLINID	PR Number	Amount
4000AA	N0002410NR55001.00	[REDACTED]
LLA : AE 17 9 1507 A4DT 251 SA SWS 0 068342 2D 000000 DT001 000 0010 Standard Number: N0002409AF4A4DT		
4000AB	N0002410NR55001.00	[REDACTED]
LLA : AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1 Standard Number: MIPR8LDAVMP104 AA		
4000AC	N0002410NR55001.00	[REDACTED]
LLA : AC 17 6 1811 1281 251 3P WUW 0 068342 2D 000000 20131 900 001C Standard Number: N0002409PD22167		
4000AD	N0002410NR55001.00	[REDACTED]
LLA : AB 17 9 1811 6210 251 3P WGZ 0 068342 2D 000000 23173 900 001 Standard Number: N0002409PD21108		
4000AE	N0002410NR55001.00	[REDACTED]
LLA : AA 17 5 1811 1224 251 3P WMW 0 068342 2D 000000 55688 9SS 1032 Standard Number: N0002405PD20231		
4000AF	N0002410NR55001.00	[REDACTED]
LLA : RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 0GAH		
4000AG	N0002410NR55001.00	[REDACTED]
LLA : RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 0FEN		
4000AH	N0002410NR55001.00	[REDACTED]
LLA : RF 97- 11 8242 2862 252 74 622 0 065916 2D PJA44 9279S 203 0FEV		
4000AJ	N0002410NR55001.00	[REDACTED]
LLA : RA 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 91478 072 0FLW		
4000AK	N0002410NR55001.00	[REDACTED]
LLA : RE 97- 11 X 8242 2884 252 74 842 0 065916 2D PATB44 9278S 362 0GMD		
4000AL	N0002410NR55001.00	[REDACTED]
LLA : RD 97- 11 X 8242 2884 252 74 842 0 065916 2D PAT544 9278S 121 0GLR		
4000AM	N0002410NR55001.00	[REDACTED]
LLA : RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 0FBA		
4000AN	N0002410NR55001.00	[REDACTED]
LLA : RB 97- 11 X 8242 2868 252 74 682 0 065916 2D PPKC44 9278S 092 0LCL		
4001AA	N0002410NR55001.00	[REDACTED]
LLA : AE 17 9 1507 A4DT 251 SA SWS 0 068342 2D 000000 DT001 000 0010 Standard Number: N0002409AF4A4DT		
4001AB	N0002410NR55001.00	[REDACTED]
LLA :		

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AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1
Standard Number: MIPR8LDAVMP104 AA

4001AC N0002410NR55001.00 [REDACTED]
LLA :
AC 17 6 1811 1281 251 3P WUW 0 068342 2D 000000 20131 900 001C
Standard Number: N0002409PD22167

4001AD N0002410NR55001.00 [REDACTED]
LLA :
AB 17 9 1811 6210 251 3P WGZ 0 068342 2D 000000 23173 900 001
Standard Number: N0002409PD21108

4001AE N0002410NR55001.00 [REDACTED]
LLA :
AA 17 5 1811 1224 251 3P WMW 0 068342 2D 000000 55688 9SS 1032
Standard Number: N0002405PD20231

4001AF N0002410NR55001.00 [REDACTED]
LLA :
RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 0GAH

4001AG N0002410NR55001.00 [REDACTED]
LLA :
RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 0FEN

4001AH N0002410NR55001.00 [REDACTED]
LLA :
RF 97- 11 8242 2862 252 74 622 0 065916 2D PJAH44 9279S 203 0FEV

4001AJ N0002410NR55001.00 [REDACTED]
LLA :
RA 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAH44 91478 072 0FLW

4001AK N0002410NR55001.00 [REDACTED]
LLA :
RE 97- 11 X 8242 2884 252 74 842 0 065916 2D PATB44 9278S 362 0GMD

4001AL N0002410NR55001.00 [REDACTED]
LLA :
RD 97- 11 X 8242 2884 252 74 842 0 065916 2D PAT544 9278S 121 0GLR

4001AM N0002410NR55001.00 [REDACTED]
LLA :
RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 0FBA

4001AN N0002410NR55001.00 [REDACTED]
LLA :
RB 97- 11 X 8242 2868 252 74 682 0 065916 2D PPKC44 9278S 092 0LCL

4002AA N0002410NR55001.00 [REDACTED]
LLA :
AE 17 9 1507 A4DT 251 SA SWS 0 068342 2D 000000 DT001 000 0010
Standard Number: N0002409AF4A4DT

4002AB N0002410NR55001.00 [REDACTED]
LLA :
AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1
Standard Number: MIPR8LDAVMP104 AA

4002AC N0002410NR55001.00 [REDACTED]
LLA :
AC 17 6 1811 1281 251 3P WUW 0 068342 2D 000000 20131 900 001C
Standard Number: N0002409PD22167

4002AD N0002410NR55001.00 [REDACTED]
LLA :
AB 17 9 1811 6210 251 3P WGZ 0 068342 2D 000000 23173 900 001
Standard Number: N0002409PD21108

4002AE N0002410NR55001.00 [REDACTED]
LLA :
AA 17 5 1811 1224 251 3P WMW 0 068342 2D 000000 55688 9SS 1032
Standard Number: N0002405PD20231

4002AF N0002410NR55001.00 [REDACTED]
LLA :

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RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 OGAH

4002AG N0002410NR55001.00 [REDACTED]

LLA :

RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 OFEN

4002AH N0002410NR55001.00 [REDACTED]

LLA :

RF 97- 11 8242 2862 252 74 622 0 065916 2D PJAH44 9279S 203 OFEV

4002AJ N0002410NR55001.00 [REDACTED]

LLA :

RA 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAH44 91478 072 OFLW

4002AK N0002410NR55001.00 [REDACTED]

LLA :

RE 97- 11 X 8242 2884 252 74 842 0 065916 2D PATB44 9278S 362 OGMG

4002AL N0002410NR55001.00 [REDACTED]

LLA :

RD 97- 11 X 8242 2884 252 74 842 0 065916 2D PAT544 9278S 121 OGLR

4002AM N0002410NR55001.00 [REDACTED]

LLA :

RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 OFBA

4002AN N0002410NR55001.00 [REDACTED]

LLA :

RB 97- 11 X 8242 2868 252 74 682 0 065916 2D PPKC44 9278S 092 OLCCL

6000AA N0002410NR55001.00 [REDACTED]

LLA :

AD 17 9 1507 A4DT 252 SA SWS 0 068342 2D 000000 DT001 000 0010

Standard Number: N0002409AF4A4DT

6000AB N0002410NR55001.00 [REDACTED]

LLA :

AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1

Standard Number: MIPR8LDAVMP104 AA

6000AC N0002410NR55001.00 [REDACTED]

LLA :

RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 OGAH

6000AD N0002410NR55001.00 [REDACTED]

LLA :

RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 OFEN

6000AE N0002410NR55001.00 [REDACTED]

LLA :

RF 97- 11 8242 2862 252 74 622 0 065916 2D PJAH44 9279S 203 OFEV

6000AF N0002410NR55001.00 [REDACTED]

LLA :

RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 OFBA

6001AA N0002410NR55001.00 [REDACTED]

LLA :

AD 17 9 1507 A4DT 252 SA SWS 0 068342 2D 000000 DT001 000 0010

Standard Number: N0002409AF4A4DT

6001AB N0002410NR55001.00 [REDACTED]

LLA :

AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1

Standard Number: MIPR8LDAVMP104 AA

6001AC N0002410NR55001.00 [REDACTED]

LLA :

RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 OGAH

6001AD N0002410NR55001.00 [REDACTED]

LLA :

RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 OFEN

6001AE N0002410NR55001.00 [REDACTED]

LLA :

RF 97- 11 8242 2862 252 74 622 0 065916 2D PJAH44 9279S 203 OFEV

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6001AF N0002410NR55001.00 [REDACTED]
 LLA :
 RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 0FBA

6002AA N0002410NR55001.00 [REDACTED]
 LLA :
 AD 17 9 1507 A4DT 252 SA SWS 0 068342 2D 000000 DT001 000 0010
 Standard Number: N0002409AF4A4DT

6002AB N0002410NR55001.00 [REDACTED]
 LLA :
 AF 2 18 2035 0000 5F 5F22 P52860165197 2516 S01021 MIPR8LDAVMP104 87SMP1
 Standard Number: MIPR8LDAVMP104 AA

6002AC N0002410NR55001.00 [REDACTED]
 LLA :
 RH 97- 11 X 8242 2880 252 74 802 0 065916 2D PUKW44 93278 003 0GAH

6002AD N0002410NR55001.00 [REDACTED]
 LLA :
 RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAT44 00058 003 0FEN

6002AE N0002410NR55001.00 [REDACTED]
 LLA :
 RF 97- 11 8242 2862 252 74 622 0 065916 2D PJAH44 9279S 203 0FEV

6002AF N0002410NR55001.00 [REDACTED]
 LLA :
 RC 97- 11 X 8242 2886 252 74 862 065916 2D PCN044 9279S 802 0FBA

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF M/HS	EST. POP
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 4000AA, 4000AB, 4000AC, 4000AD, 4000AE, 4000AF, 4000AG, 4000AH, 4000AJ, 4000AK, 4000AL, 4000AM, 4000AN, 4001AA, 4001AB, 4001AC, 4001AD, 4001AE, 4001AF, 4001AG, 4001AH, 4001AJ, 4001AK, 4001AL, 4001AM, 4001AN, 4002AA, 4002AB, 4002AC, 4002AD, 4002AE, 4002AF, 4002AG, 4002AH, 4002AJ, 4002AK, 4002AL, 4002AM, 4002AN, 6000AA, 6000AB, 6000AC, 6000AD, 6000AE, 6000AF, 6001AA, 6001AB, 6001AC, 6001AD, 6001AE, 6001AF, 6002AA, 6002AB, 6002AC, 6002AD, 6002AE, 6002AF are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

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(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

NAVSEA 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 <THE SUCCESSFUL OFFEROR'S PROPOSED LOE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER> 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 <THE SUCCESSFUL OFFERORS PROPOSED HOURS FOR UNCOMPENSATED EFFORT WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER>

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(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 <THE SUCCESSFUL OFFERORS PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER> 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

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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.

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

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(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; and (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.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

(e)The Contractor further agrees that, during the performance of this contract and for a period of three

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

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SECTION I CONTRACT CLAUSES

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract 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.

Item	Latest Option Exercise Date
4000BA	03/25/2012
4000CA	03/25/2013
4000DA	03/25/2014
4000EA	03/25/2015
4001BA	03/25/2012
4001CA	03/25/2013
4001DA	03/25/2014
4001EA	03/25/2015
4002BA	03/25/2012
4002CA	03/25/2013
4002DA	03/25/2014
4002EA	03/25/2015
4003AA	03/25/2011
4003BA	03/25/2012
4003CA	03/25/2013
4003DA	03/25/2014
4003EA	03/25/2015
6000BA	03/25/2012
6000CA	03/25/2013
6000DA	03/25/2014
6000EA	03/25/2015
6001BA	03/25/2012
6001CA	03/25/2013
6001DA	03/25/2014
6001EA	03/25/2015
6002BA	03/25/2012
6002CA	03/25/2013
6002DA	03/25/2014

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6002EA 03/25/2015

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - SF DD-254

Attachment 2 - Financial Accounting Data Sheet for Initial Award

Attachment 3 - Revised SF DD-254