

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 41	3. EFFECTIVE DATE 02-Nov-2010	4. REQUISITION/PURCHASE REQ. NO. Deob		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 jody.c.williams@navy.mil 812-854-4212	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

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)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4139-FC01
		10B. DATED (SEE ITEM 13) 01-Oct-2005
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)
SEE SECTION G

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.
[]	
[X]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

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) Travis Fields, Contracts manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna J Reynolds, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Travis Fields (Signature of person authorized to sign)	15C. DATE SIGNED 02-Nov-2010	16B. UNITED STATES OF AMERICA BY /s/Donna J Reynolds (Signature of Contracting Officer)	16C. DATE SIGNED 02-Nov-2010

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GENERAL INFORMATION

The purpose of this modification is to 1) Deobligate funding. Accordingly, said Task Order is modified as follows:

The total amount of this task order is \$4,026,844.00.

SLIN	ACRN	REQ. NO.	FROM	TO	BY
400003	B6	90798059	\$18,000.00	\$0.00	\$18,000.00

The total amount of this task order is \$4,026,844.00.

The total funded amount currently available for payment is hereby decreased by \$18,000.00 from \$4,026,150.00 to \$4,008,150.00

CLIN 4000 is hereby decreased by \$18,000.00 from \$726,483.00 to \$708,483.00

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

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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

1000	Engineering and technical services for Code 606. (OTHER)	1.0 Lot	\$1,940,585.18	\$145,542.90	\$2,086,128.08
100001	Incremental funding in the amount of \$7,242 for CLIN 1000 labor for support of TI-069 (OTHER)				
100002	Deleted with Modification 07 (OTHER)				
100003	Incremental funding in the amount of \$70,000 for CLIN 1000 labor for support of TI-069 (OTHER)				
100004	Incremental funding in the amount of \$30,000 for CLIN 1000 labor for support of TI-069 (OTHER)				
100005	Incremental funding in the amount of \$99,600 for CLIN 1000 labor for support of TI-069 (OTHER)				
100006	Incremental funding in the amount of \$325,000 for CLIN 1000 labor for support of TI-068 (OTHER)				
100007	Incremental funding in the amount of \$176,112.63 for CLIN 1000 labor for support of				

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TI-070 (OTHER)

100008 Incremental
funding in the
amount of \$32,600
for CLIN 1000
labor for support
of
TI-068 (OTHER)

100009 Incremental
funding in the
amount of \$55,000
for CLIN 1000
labor for support
of
TI-069 (OTHER)

100010 Incremental
funding in the
amount of \$47,368
for CLIN 1000
labor for support
of
TI-069 (OTHER)

100011 Incremental
funding in the
amount of
\$62,511.50 for
CLIN 1000 labor
for support of
TI-068 (OTHER)

100012 Incremental
funding in the
amount of \$66,829
for CLIN 1000
labor for support
of
TI-068 (OTHER)

100013 Incremental
funding in the
amount of
\$26,269.45 for
CLIN 1000 labor
for support of
TI-068 (OTHER)

100014 Incremental
funding in the
amount of
\$86240.00 for
CLIN 1000 labor
for support of
TI-071 (OTHER)

100015 Incremental
funding in the
amount of
\$9,651.50 for
CLIN 1000 labor
for support of
TI-068 (OTHER)

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100016 Incremental
funding in the
amount of \$15,711
for CLIN 1000
labor for support
of
TI-068 (OTHER)

100017 Incremental
funding the
amount of \$91,000
for CLIN 1000
labor for support
of
TI-069. (OTHER)

100018 Incremental
funding in the
amount of \$63,000
for CLIN 1000
labor for support
of TI-069 (OTHER)

100019 Incremental
funding in the
amount of \$40,000
for CLIN 1000
labor for support
of TI-069.
(OTHER)

100020 Incremental
funding in the
amount of
\$461,237 for CLIN
1000 labor for
support of
TI-068. (OTHER)

100021 Incremental
funding in the
amount of \$60,484
for CLIN 1000
labor for support
of TI-070 (OTHER)

100022 Incremental
funding in the
amount of
\$260,272 for CLIN
1000 labor for
support of TI-068
(OTHER)

1200	Engineering and technical services in support of Code 606. Second award term (OTHER)	1.0 Lot	\$657,237.00	\$49,294.00	\$706,531.00
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120001 Incremental
funding in the

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amount of \$58,284
for CLIN 1200
labor for support
of TI-071 (OTHER)

120002 Incremental
funding in the
amount of \$16,000
for CLIN 1200
labor for support
of TI-069 (OTHER)

120003 Incremental
funding in the
amount of \$98,000
for CLIN 1200
labor for support
of TI-069. NOTE:
DURING
MODIFICATION 27,
THIS WAS ENTERED
AS TI-069 AND
SHOULD HAVE BEEN
TI-068, CORRECTED
IN MODIFICATION
31. (OTHER)

120004 Incremental
funding in the
amount of \$15,500
for CLIN 1200
labor for support
of TI-069.
(OTHER)

120005 Incremental
funding in the
amount of \$20,000
for CLIN 1200
labor for support
of TI-069.
(OTHER)

120006 Incremental
funding in the
amount of \$17,000
for CLIN 1200
labor for support
of TI-069.
(OTHER)

120007 Incremental
funding in the
amount of \$60,000
for CLIN 1200
labor for support
of TI-069.
(OTHER)

120008 Incremental
funding in the
amount of \$93,604
for CLIN 1200
labor for support
of TI-072.

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(OTHER)

120009 Incremental
funding in the
amount of
\$328,143 for CLIN
1200 labor for
support of
TI-068. (OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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3000	Engineering and technical services in support of Code 606. ODC's for base years and award term 1. (OTHER)	1.0 Lot	\$252,959.92
300001	Incremental funding for ODC's in support of TI-069. (OTHER)		
300002	Incremental funding for ODC's in support of TI-068. (OTHER)		
300003	Incremental funding for ODC's in support of TI-069. (OTHER)		
300004	Incremental funding for ODC's in support of TI-069. (OTHER)		
300005	Deleted with Modification 12 (OTHER)		
300006	Incremental funding for ODC's in support of TI-070. (OTHER)		
300007	Incremental funding for ODC's in support of TI-068. (OTHER)		
300008	Incremental funding for ODC's in support of TI-071. (OTHER)		
300009	Incremental		

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funding for ODC's
in support of
TI-069 (OTHER)

300010 Incremental
funding for ODC's
in support of
TI-068. (OTHER)

300011 Incremental
funding for ODC's
in support of
TI-070. (OTHER)

300012 Incremental
funding for ODC's
in support of
TI-068. (OTHER)

3200	Engineering and technical services in support of Code 606. ODC's for second award term (OTHER)	1.0 Lot	\$91,196.00
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320001 Incremental
funding for ODC's
in support of
TI-069. (OTHER)

320002 Incremental
funding for ODC's
in support of
TI-069.NOTE:
DURING
MODIFICATION 27,
THIS WAS ENTERED
AS TI-069 AND
SHOULD HAVE BEEN
TI-068, CORRECTED
IN MODIFICATION
31. (OTHER)

320003 Incremental
funding for ODC's
in support of
TI-069. (OTHER)

320004 Incremental
funding for ODC's
in support of
TI-072. (OTHER)

320005 Incremental
funding for ODC's
in support of
TI-069. (OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF

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4000	Engineering and technical services in support of Code 606. ODC's for third award term. (OTHER)	1.0 Lot	\$675,847.11	\$50,687.89	\$726,535.00
400001	Incremental funding in the amount of \$50,000 for CLIN 4000 labor for support of TI-069 (RDT&E)				
400002	Incremental funding in the amount of \$278,960 for CLIN 4000 labor for support of TI-068. (RDT&E)				
400003	Incremental funding in the amount of \$18,000 for CLIN 4000 labor for support of TI-069. Note: Deobligated \$18,000 on MOD 41. (RDT&E)				
400004	Incremental funding in the amount of \$20,000 for CLIN 4000 labor for support of TI-073. (RDT&E)				
400005	Incremental funding in the amount of \$200,575 for CLIN 4000 labor for support of TI-073. (RDT&E)				
400006	Incremental funding in the amount of \$60,948.00 for CLIN 4000 labor for support of TI-073. (RDT&E)				
400007	Incremental funding in the amount of \$75,000.00 for CLIN 4000 labor for support of TI-068. (PMC)				

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400008 Incremental
funding in the
amount of
\$23,000.00 for
CLIN 4000 labor
for support of
TI-068. (PMC)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Engineering and technical services in support of Code 606. ODC's for third award term. (OTHER)		1.0 Lot	\$163,494.00
600001	Incremental funding for ODC's in support of TI-068, ACRN B3 (Increase). (PMC)			
600002	Incremental funding for ODC's in support of TI-068, ACRN B5 (Increase). (RDT&E)			
600003	Incremental funding for ODC's in support of TI-073, ACRN B8 (Increase). (RDT&E)			

ACCOUNTING AND APPROPRIATION DATA:

Note A: Base Period Items- Base period CLINs (1000, 3000), base period one is from 01 October 2005 through 30 September 2006, and base period two is from 01 October 2006 through 30 September 2007, and award term 1 is from 01 October 2007 through 30 September 2008.

Note B: Award Term Items- Award Term CLINs to which the option clause in Section I applies and which is to be supplied only if and to the extent said award term year are earned.

The Award Term CLINs may be earned during the following period:

CLINs 1200 and 3200: 01 June 2008 through 31 May 2009

CLINs 4000 and 6000: 01 June 2009 through 30 September 2010

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE – (5310)

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.

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PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) - (5314)

(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) or "INCENTIVE FEE", (FAR 52.216 10), as applicable. Such payments shall be equal to percent (%) 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) (MAY 2000) – (5315)

(a)(1) 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.

(a)(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

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

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

The objective of this Statement of Work (SOW) is to set forth the requirements for engineering and technical services in support of USMC's Composite Tracking Network (CTN), Air Defense Communications Platform Enhancement Package (ADCP EP) and Ground Based Radar projects at the Naval Surface Warfare Center (NAVSURFWARCENDIV), Crane Division, Crane, Indiana.

Background. System hardware changes have been proposed but have not been evaluated to estimate their impact on performance. The required tasking shall perform modeling, testing, Low Rate Production (LRP) and analyses to obtain estimates of the expected performance level change that would result by implementation of each corresponding hardware change.

2.0 APPLICABLE DOCUMENTS

The following documents of the revision or issue in effect at the date of task order or as otherwise specified by the task order form a part of this SOW for the convenience of reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 System Specifications

None

2.2 Military Standards

MIL-T-31000	General Specification for Technical Data Packages
DOD-STD-2167A	Defense Systems Software Development
MIL-STD-973	Configuration Management Engineering
INT CHG NOTICE 3	Changes, Deviations and Waivers (Short Form)
MIL-STD-100E	Engineering Drawings Packages
MIL-STD-130L	Identification Marking of U.S. Military Property

2.3 Other

None

3.0 TASK REQUIREMENTS

3.1 Engineering and Technical Support Services.

3.1.1 The contractor shall assist in modeling, testing, and analyzing the impact of proposed hardware modifications on performance levels of Marine Corps CTN, ADCP EP and Ground Based Radar projects. The contractor shall test and evaluate at Marine Corps test events, including, but not limited to, writing test reports for the attended test events, analyzing data, and observing tests. The contractor shall evaluate the Marine Corps test events and analyze the data. The contractor shall develop and provide recommendations for more productive test events, including, but not limited to, writing a Test and Evaluation Master Plan (TEMP).

3.1.2 The contractor shall assist in the testing of the Barker Code Modulator (BCM) in the AN/TPQ-46A radar system. Testing will involve the evaluation of hardware changes and analyzing their impact on radar performance.

3.1.3 The contractor shall perform the Low Rate Production (LRP) of the BCM prototypes and assist in the installation

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of the BCM in the AN/TPQ-46A radar system.

3.1.4 The contractor shall prepare government approved presentation material to be presented either by the Government or the contractor and attend meetings as requested. The presented material should be in Microsoft compatible format, including, but not limited to, Microsoft PowerPoint, Microsoft Excel spreadsheets, and Microsoft Project. The presentation subject matter would consist of, but is not limited to, test event briefings and providing expert information to CTN, ADCP EP, and Ground Based Radar program managers.

3.2 PERFORMANCE STANDARDS

The services provided in this SOW are performance based and the following performance standards will apply:

3.2.1 Standard One: Deliverables as required in section 5.0 of the SOW are professional in appearance, free of grammatical and typographical errors, submitted in a timely manner, and depict accurate information.

Measurement: Deliverables are submitted in the proper format, on the approved delivery media, and require no administrative corrections 95% of the time, unless the Government agrees beforehand of a revised format. Deliverables are received on schedule 95% of the time unless the Government is responsible for the delay or has given permission to delay delivery.

3.2.2 Standard Two: Quality of services meets or exceeds Task Order requirements 95% of the time.

Measurement: Customer satisfaction ratings on the Tasking Satisfaction Survey (Exhibit C).

3.2.3 Standard Three: Contractor shall ensure their support directly or indirectly leads to program milestones being completed.

Measurement: Customer satisfaction ratings on the Tasking Satisfaction Survey (Exhibit C) will be assessed.

3.2.4 Standard Four: Contractor shall provide responses to Government inquiries with 72 hours.

Measurement: Contractor cannot be untimely more than 5% of the time.

3.2.5 Standard Five: Cost effective budget analysis of repair and testing costs.

Measurement: Government shall evaluate the contractor on their ability to project costs associated with testing and repair tasking as prescribed in section 3.1 of the SOW. Actual costs should equal or be under projected costs, 95% of the time.

4.0 GOVERNMENT FURNISHED ITEMS

No Government furnished items are anticipated for the completion of this task.

5.0 DATA DELIVERABLES

5.1 All deliverables shall be made in Contractor's format, unless otherwise directed. Deliverables shall be submitted with the monthly status reports when applicable. If earlier delivery is required, then the deliverable shall be submitted via e-mail to the appropriate distribution and referenced in the next month's status report. The Contractor shall submit the following deliverables via e-mail in Microsoft compatible format whenever possible or with the option of PDF format. All data deliverables shall be delivered via e-mail to the following person:

Brian Weldi NSWC Crane brian.weldi@navy.mil (812)-854-3631.

5.1.1 Quarterly status reports documenting activities completed to date.

5.1.2 For each specific task, a written report, summary of results, copies of develop software, etc., will be given to

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NSWC Crane within 15 days of task completion.

5.1.3 For each specific trip or test, a test report or trip report will be given to NSWC Crane within 15 days of task completion.

5.2 NSWC Crane requires a Technical Data Package (TDP) of any hardware equipment designed under this SOW. Any Engineering Drawings provided as part of the TDP should be provided in Solid Edge format unless otherwise agreed upon by government and contractor.

5.3 TO FUNDING NOTIFICATION LETTER (CDRL B011)

The Contractor is hereby required to provide this funding notification letter to the Requiring Technical Activity (RTA); the Contracting Officers Representative (COR); and the Contracting Officer (KO) on a monthly basis.

6.0 SPECIAL CONSIDERATIONS

6.1 Security Clearance. The work to be performed under this TO as delineated in the TO DD Form 254, involves access to, handling of, and generation of classified material up to and including TOP SECRET. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The contractor may be required to have access to live data during the performance of this TO. Any records and data or information the contractor may have access to may be highly sensitive and confidential. All classified material shall be handled in accordance with approved security practices and procedures.

6.2 Travel Requirements. The Contractor may be required to travel to NSWC Crane and other travel as required by the Government in performance of the tasks described in paragraph 3.0. Authorization for travel under this task order will be granted by means of a Technical Instruction (TI). The Contractor will submit a trip report for all travel performed no later than fifteen (15) days after completion of each trip.

6.3 Government Points of Contact. Technical Point of Contact (TPOC), Contracting Officers Representative (COR), Procuring Contracting Officer (PCO).

Name	Title	Phone	Email
Brian Weldi	TPOC	(812) 854-3631	brian.weldi@navy.mil
Nona Bradley	COR	(812) 854-4343	nona.bradley@navy.mil
Jody Williams	PCO	(812) 854-4212	jody.c.williams@navy.mil

6.4 Place of Performance. The majority of the work shall be performed at the contractor's facility, with some work being performed while TDY.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

Any unclassified shipments need to go to the following address:

Commander
Naval Surface Warfare Center
Crane Division
Code: 6065, Bldg: 2692
Attn: Brian Weldi
300 Hwy 361
Crane, IN 47522-5001

Any classified shipments need to go to the following address:

Outer Label:
Officer in Charge
Attn: Security Manager
Naval Support Activity
300 Hwy 361
Crane, IN 47522-5001
Inner Label:
Commander
Naval Surface Warfare Center
Crane Division
Code: 6065, Bldg: 2692
Attn: Brian Weldi
300 Hwy 361
Crane, IN 47522-5001

For guidance on marking and labeling reference MIL-STD-130L.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity) (City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

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The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services-Cost Reimbursement

52.246-8 Inspection of Research and Development- Cost Reimbursement

252.246-7000 Material Inspection and Receiving Report MAR 2003

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in Section 5.0 of the attached Performance Based Work Statement.

HQ-E-2-0008 INSPECTION AND TEST RECORDS (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

HQ-E-2-0015 QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ Q9001-2000 Quality Management System Standards imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

HQ-E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

The Government anticipates a task order period of performance of 01 October 2005 through 30 September 2010.

BASE PERIOD - CLINS 1000, 3000

Base year one performance period shall begin 01 October 2005, or date of award, whichever is later, and shall continue in effect through 30 September 2006.

Base year two performance period shall begin 01 October 2006, or 12 months after date of award, whichever is later, and shall continue in effect through 30 September 2007.

AWARD TERM 1 YEAR 3 - CLINS 1000, 3000

Upon award of AWARD TERM, the period of performance of this task order shall extend from 01 October 2007 through 30 September 2008.

AWARD TERM 2 YEAR 4 - CLINS 1200, 3200

Upon award of AWARD TERM, the period of performance of this task order shall extend from 01 October 2008 through 30 September 2009.

AWARD TERM 3 YEAR 5 - CLINS 4000, 6000

Upon award of AWARD TERM, the period of performance of this task order shall extend from 01 October 2009 through 30 September 2010.

52.242-15 STOP WORK ORDER (AUG 1989)-Alternate I) APR 1984

52.247-34 F.O.B. DESTINATION NOV 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified in Section 5.0 of the Performance Based Work Statement.

PERFORMANCE LANGUAGE FOR LOE SERVICES (5706)

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

Note: Performance beyond 30 September 2007 is contingent upon the contractor earning the first award term under the task order. Performance beyond 05 April 09 is contingent upon the contractor earning the award term of the basic

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contract, as well as the task order.

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SECTION G CONTRACT ADMINISTRATION DATA

CNIN-G-0017 ELECTRONIC SUBMISSION OF INVOICES/VOUCHERS -- Services

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher.

Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	Cost Voucher
Issuing Office DODAAC:	N00164
Admin DODACC:	N00164
DCAA DODAAC (if applicable):	N/A
Acceptor DODAAC:	N00164
LPO DODAAC:	N/A
PAY DODAAC:	HQ0339

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the “Send More E-mail Notifications” link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

COR Information:
Nona Bradley
Code CXLM, Bldg. 41NW
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5001
Telephone (812) 854-4343
E-mail: nona.bradley@navy.mil

Additional WAWF Information:

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On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

SPECIAL PAYMENT/INVOICE INSTRUCTIONS

Payment is not to be pro-rated across ACRNS.

ACRNS are to be paid in accordance with contractor's invoice.

Contractor shall invoice per ACRN by SLIN (sub-contract line item number).

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE:

Jody Williams
CODE CXNM SJ, Bldg 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5011
Telephone (812) 854-4212
e-mail: jody.c.williams@navy.mil

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name Phone E-mail Address (optional)

PAYMENT STATUS INQUIRIES

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor. If the payment is being made by DFAS—Columbus use the MOCAS Vendor Pay Inquiry System (VPIS) site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the

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Non-MOCAS System by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

Document	Block
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815) has been deleted and replaced with CNIN-G-0017 ELECTRONICS SUBMISSION OF INVOICES/VOUCHES --Services.

Accounting Data

SLINID	PR Number	Amount
100001	See Funding Attachment	7242.00

LLA :

300001	See Funding Attachment	5000.00
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LLA :

BASE Funding 12242.00
Cumulative Funding 12242.00

MOD 02

100002	200000.00
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LLA :
AA Section J, funding document
Please charge all labor for the CTN tasking to this SLIN.

300002	57400.00
--------	----------

LLA :
AA Section J, funding document
Please charge all travel, materials, and other ODC's in support of the CTN program to this SLIN.

MOD 02 Funding 257400.00
Cumulative Funding 269642.00

MOD 03

100003	70000.00
--------	----------

LLA :
AB Section J, funding document
Performance of ADCP EP program tasking is to be charged to this SLIN only.

300003	30000.00
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LLA :
AB Section J, funding document
ODC's for ADCP EP program tasking can be charged to this SLIN

MOD 03 Funding 100000.00
Cumulative Funding 369642.00

MOD 05

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MOD 13

100009 63485145 55000.00
 LLA :
 AJ 1761319 M7KC 250 67854 0 067443 2D C2273L 45006WRR6DA9
 Charge labor for ADCP tasking only to this SLIN.

MOD 13 Funding 55000.00
 Cumulative Funding 1004042.00

MOD 14

100010 70299782 47368.00
 LLA :
 AK 97X4930 NHIJ 000 77777 0 000164 2F 000000 66R65 B668148
 Reqn. No. 7029-9782 Document No. M9545006WRR6AAE (AA)

MOD 14 Funding 47368.00
 Cumulative Funding 1051410.00

MOD 15

100011 62511.50
 LLA :
 AL 1771319 M7KC 260 67854 0 067443 2D C2273J 45007MPR7BM7
 Requisition Number 7103-9780
 M9545007MPR7BM7 (AA)

100012 66829.00
 LLA :
 AM 1771319 M7KC 260 67854 0 067443 2D C2273J 45007MPR7ACC
 Requisition Number 7103-9781
 M9545007MPR7ACC (AA)

100013 26269.45
 LLA :
 AN 1761319 M7KC 260 67854 0 067443 2D C2273J 45007MPR6FG4
 Requisition Number 7103-9782
 M9545007MPR6FG4 (AA)

MOD 15 Funding 155609.95
 Cumulative Funding 1207019.95

MOD 16

100014 86240.00
 LLA :
 AP 1771319 M7KC 260 67854 0 067443 2D C2278A 45007MPR7CR9
 Reqn. No 7159-5881
 Document No. M9545007MPR7CR9

100015 9651.50
 LLA :
 AM 1771319 M7KC 260 67854 0 067443 2D C2273J 45007MPR7ACC
 Reqn. No 7143-7440
 Document No. M9545007MPR7ACC

100016 15711.00
 LLA :
 AL 1771319 M7KC 260 67854 0 067443 2D C2273J 45007MPR7BM7
 Reqn. No. 7137-3184
 Document No. M9545007MPR7BM7

300007 3000.00
 LLA :
 AL 1771319 M7KC 260 67854 0 067443 2D C2273J 45007MPR7BM7
 Reqn. No. 7137-3197
 Document No. M9545007MPR7BM7

300008 10000.00
 LLA :
 AP 1771319 M7KC 260 67854 0 067443 2D C2278A 45007MPR7CR9
 Reqn. No. 7159-5904

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Document No. M9545007MPR7CR9

MOD 16 Funding 124602.50
Cumulative Funding 1331622.45

MOD 17

100017 91000.00
LLA :
AQ 97X4930 NHIJ 000 77777 0 000164 2F 000000 66R65 B668271
Regn. No. 7176-7702

MOD 17 Funding 91000.00
Cumulative Funding 1422622.45

MOD 18

100018 63000.00
LLA :
AR 1771319 W2DB 000 RAP51 0 068342 2D 000000 021230002AD0
Requisition Number: 7207-5138
Document Number: N0001407WX21298 (AA)

300009 12000.00
LLA :
AR 1771319 W2DB 000 RAP51 0 068342 2D 000000 021230002AD0
Requisition Number: 7207-5280
Document Number: N0001407WX21298 (AA)

MOD 18 Funding 75000.00
Cumulative Funding 1497622.45

MOD 21

100019 7345-9704 40000.00
LLA :
AS 97X4930 NH1J 000 77777 0 000164 2F 000000 J7400 B668271
Standard Number: N0001407WX20338

MOD 21 Funding 40000.00
Cumulative Funding 1537622.45

MOD 22

100020 8015-9531 461237.00
LLA :
AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
Standard Number: M9545008MPR8BT1 (AA)

300010 8015-9532 46410.00
LLA :
AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
Standard Number: M9545008MPR8BT1 (AA)

MOD 22 Funding 507647.00
Cumulative Funding 2045269.45

MOD 23

100021 8039-5621 60484.00
LLA :
AU 1781319 M7KC 260 67854 0 067443 2D C3099B 45008 MPR8AV5
Standard Number: M9545008MPR8AV5

300011 8039-5642 8662.00
LLA :
AU 1781319 M7KC 260 67854 0 067443 2D C3099B 45008 MPR8AV5
Standard Number: M9545008MPR8AV5

MOD 23 Funding 69146.00
Cumulative Funding 2114415.45

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MOD 24

100007 62065407 (80587.37)
 LLA :
 AG 1761106 27A0 250 67854 0 067443 2D M67854 KWI706MP
 Charge labor for RADAR support tasking to this SLIN. Document # M6785406MPI7D88
 (AA)

300006 62160438 (4302.73)
 LLA :
 AG 1761106 27A0 250 67854 0 067443 2D M67854 KWI706MP
 Charge Radar ODC tasking to this SLIN. Document # M6785406MPI7D88 (AA)

MOD 24 Funding -84890.10
 Cumulative Funding 2029525.35

MOD 25

100022 8087-5663 260272.00
 LLA :
 AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
 Standard Number: M9545008MPR8BT1

300012 8087-5703 49290.65
 LLA :
 AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
 Standard Number: M9545008MPR8BT1

MOD 25 Funding 309562.65
 Cumulative Funding 2339088.00

MOD 26

120001 80962261 58284.00
 LLA :
 AV 1781319 M7KC 260 67854 067443 2D C2273G 45008MPR8BH8
 Standard Number: M9545008MPR8BH8 (AA)

MOD 26 Funding 58284.00
 Cumulative Funding 2397372.00

MOD 27

120002 8218-9285 16000.00
 LLA :
 AW 97X4930 NH1J 000 77777 0 000164 2F 000000 J7400CJ78172

120003 82275045 98000.00
 LLA :
 AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
 Standard Number: M9545008MPR8BT1 (AA)

120004 8227-5041 15500.00
 LLA :
 AX 97X4930 NH1J 000 77777 0 000164 2F 000000 J7400CJ78353

320001 8227-5044 3800.00
 LLA :
 AX 97X4930 NH1J 000 77777 0 000164 2F 000000 J7400CJ78353

320002 8227-5047 36000.00
 LLA :
 AT 1781319 M7KC 260 67854 0 067443 2D C2273J 45008 MPR8BT1
 Standard Number: M9545008MPR8BT1 (AA)

MOD 27 Funding 169300.00
 Cumulative Funding 2566672.00

MOD 29

120005 20000.00
 LLA :

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AY 974930. NH1J 000 77777 0 000164 2F 000000 J7400 CJ78343
 Req. No. 8309-5424

120006 17000.00

LLA :
 AZ 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 CJ78166
 Req. No. 8314-8462

120007 60000.00

LLA :
 B1 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000 DJ74006
 Req. No. 8318-9977

120008 93604.00

LLA :
 B2 1791319 M7KC 260 67854 067443 2D C2273G 9RCR9AL311J6
 Standard Number: M9545009RCR9AL3 (AA)
 Req. No. 8317-9032

120009 328143.00

LLA :
 B3 1781109 4640 310 67854 067443 2D 464017 9MP847701156 067443
 Standard Number: M9545009MP84770 (AA)
 Req. No. 8324-1898

320003 5000.00

LLA :
 AZ 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 CJ78166
 Req. No. 8314-8463

320004 6396.00

LLA :
 B2 1791319 M7KC 260 67854 067443 2D C2273G 9RCR9AL311J6
 Standard Number: M9545009RCR9AL3 (AA)
 Req. No. 8317-9045

320005 40000.00

LLA :
 B1 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000 DJ74006
 Req. No. 8318-9979

MOD 29 Funding 570143.00
 Cumulative Funding 3136815.00

MOD 30

600001 67852.00

LLA :
 B3 1781109 4640 310 67854 067443 2D 464017 9MP847701156 067443
 Standard Number: M9545009MP84770 (AA)
 Req. No. 8324-1899

MOD 30 Funding 67852.00
 Cumulative Funding 3204667.00

MOD 31

400001 50000.00

LLA :
 B4 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 DJ74006
 Req. No. 9035-1610

MOD 31 Funding 50000.00
 Cumulative Funding 3254667.00

MOD 32

400002 278960.00

LLA :
 B5 1791319 M7KC 260 67854 067443 2D C2273J 9MPR9BF6111V 067443
 Standard Number: M9545009MPR9BF6 (AA)
 Req. No. 9077-5408

400003 18000.00

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LLA :
B6 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 DJ74012
Req. No. 9079-8059

600002 60000.00

LLA :
B5 1791319 M7KC 260 67854 067443 2D C2273J 9MPR9BF6111V 067443
Standard Number: M9545009MPR9BF6 (AA)
Req. No. 9077-5446

MOD 32 Funding 356960.00
Cumulative Funding 3611627.00

MOD 33

400004 20000.00

LLA :
B7 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 DJ74014
Req. No. 9121-7567

MOD 33 Funding 20000.00
Cumulative Funding 3631627.00

MOD 34

400005 200575.00

LLA :
B8 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: M9545009RCR9DE5 (AA)
Req. No. 9157-1661

600003 35000.00

LLA :
B8 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: M9545009RCR9DE5 (AA)
Req. No. 9157-1662

MOD 34 Funding 235575.00
Cumulative Funding 3867202.00

MOD 35 Funding 0.00
Cumulative Funding 3867202.00

MOD 36 Funding 0.00
Cumulative Funding 3867202.00

MOD 37

400006 60948.00

LLA :
B8 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: M9545009RCR9DE5 (AA)
Req. No. 9323-5353

400007 75000.00

LLA :
B9 1701109 4640 310 67854 067443 2D 464017 ORC041541156
Standard Number: M6785410RC04154 (AA)
Req. No. 9338-7863

MOD 37 Funding 135948.00
Cumulative Funding 4003150.00

MOD 38

400008 23000.00

LLA :
C1 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 FL74L32
Req. No. 0050-2005

MOD 38 Funding 23000.00
Cumulative Funding 4026150.00

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MOD 39 Funding 0.00
Cumulative Funding 4026150.00

MOD 40 Funding 0.00
Cumulative Funding 4026150.00

MOD 41

400003 (18000.00)

LLA :

B6 97X4930. NH1J 000 77777 0 000164 2F 000000 J7400 DJ74012
Req. No. 9079-8059 Note:Deobligated \$18,000.00 on MOD 41.

MOD 41 Funding -18000.00
Cumulative Funding 4008150.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

(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.

(d) NATIONAL STOCK NUMBERS whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216 8). Award fee amount is subject to the requirements delineated in Section B of this solicitation. 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:

***Refer to "Section F & G - CONTRACT ADMINISTRATION DATA".**

(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 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) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232 21), as applicable.

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

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GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officers Representative, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

*To be identified upon issuance of each Technical Instruction (TI).

GOVERNMENT FURNISHED PROPERTY (INCORPORATION) (SEP 1990)(NAVSEA 5252.245-9109)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officers Representative, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) of this contract:

*To be identified upon issuance of each Technical Instruction (TI).

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

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

(b) 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.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Contracting Officers Representative specified in Section G of this contract. As used herein, technical instructions/technical direction letters 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.

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(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter 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/technical direction letter.

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventative actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training, or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all Contractor personnel and subcontractor personnel within 30 days prior to performance or at a time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

***REFER TO "SECTION F & G - CONTRACT ADMINISTRATION DATA."**

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This task order is incrementally funded and the amount currently available for payment hereunder is limited to *** inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

***** To be completed at time of award and upon execution of each incremental funding modification. This information shall be on page 2 of the award document and each subsequent modification.**

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

INCORPORATION OF CONTRACTORS PROPOSAL INTO TASK ORDER

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself their proposal dated 15 August 2005 in response to NSWC Crane

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Solicitation No. N00024-05-R-3289.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated for the first six months of performance, with extensions or reductions beginning in the second year. There will be four (4) total evaluations, as noted in the table below.

EVALUATION PERIOD	EVALUATION PERFORMED (MONTHS)	POINTS EARNED	BASE YEARS (BY) & AWARD TERM (ATY) YEAR EARNED
1	6	0 - 14	BY 1 Only
1	6	15-30	BY's 1 & 2
2	18	0 - 22	BY's 1 & 2 Only
2	18	23 - 30	BY's 1 & 2 and ATY 1
3	30	0 - 24	BY's 1 & 2 and ATY 1 Only
3	30	25 - 30	BY's 1 & 2 and ATY's 1 & 2
4	38	0 - 24	BY's 1 & 2 and ATY's 1 & 2 Only
4	38	25 - 30	BY's 1 & 2 and ATY's 1, 2, & 3

The contractor can earn a minimum of 5 points and a maximum of 30 points per evaluation period. Each evaluation period will be separate from the others. The first evaluation period will be from date of award through 6 months following the date of award, with subsequent evaluations being conducted every 12 months thereafter.

Evaluation Period 1

If the contractor scores less than 15 points for performance during the first six months of the basic order period, Base Year (BY2) will not be awarded and the TO will end at the conclusion of Base Year 1 (BY1).

If the contractor scores between 15 and 30 points for performance during the first six months of the basic order period, BY2 will be awarded and the TO will end at the conclusion of BY2, unless the contractor earns Base Year 3 (BY3).

Evaluation Period 2

If the contractor scores less than 23 points for performance during the 12-month period beginning the 7th month through the 18th month of the basic order period, BY3 will not be awarded and the TO will end at the conclusion of BY2.

If the contractor scores between 23 and 30 points for performance during the 12-month period beginning the 7th month through the 18th month of the basic order period, Award Term 1 (AT1) will be awarded and the TO will end at the conclusion of AT1, unless the contractor earns Award Term 2 (AT2).

Evaluation Period 3

If the contractor scores less than 25 points for performance during the 12-month period beginning the 19th month of the basic order period through the 30th month of AT1, AT2 will not be awarded and the TO will end at the conclusion of AT1,

If the contractor scores between 25 and 30 points for performance during the 12-month period beginning the 19th month of the basic order period through the 30th month of AT1, AT2 will be awarded and TO will end at the conclusion of AT2 unless the contractor earns Award Term 3 (AT3).

Evaluation Period 4

If the contractor scores less than 25 points for performance during the 12-month period beginning the 31st month of AT1 through the 38th month of AT2, AT3 will not be awarded and the TO will end at the conclusion of AT2.

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If the contractor scores between 25 and 30 points for performance during the 12-month period beginning the 31st month of AT1 through the 38th month of AT2, AT3 will be awarded and the TO will end at the conclusion of AT3.

Points are awarded during each evaluation period the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will insure the Government has sufficient time to solicit and award a new TO should the contractor not earn a BY or AT.

(a) Award Term. The award-term concept is an incentive that permits extension of the TO period beyond the base period of performance for superior performance or reduction of the TO period of performance because of poor performance.

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's performance. Contractor must earn a minimum of 15 points in the first evaluation period, a minimum of 23 points in the second evaluation period, and a minimum of 25 points each for the third and fourth evaluation periods for an additional term extension. If the contractor earns less than 15 points in the first evaluation period, they will lose the second year of the basic ordering period.

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors (PO)/Requiring Technical Activity (RTA) whose findings are reported to the Award Term Evaluation Team (ATET). The ATET provides recommendations to the Term Determining Official (TDO), who makes the final decision on the base year or award term amounts on the basis of the contractor's performance during the specified evaluation periods.

(d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan.

(e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during TO performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation. The contractor will submit to the KO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 5 pages. It will be used in the COR's evaluation of the contractor's performance during this period.

(g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension. The TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

AWARD TERM PLAN

1.0 INTRODUCTION

Award term contracting is a tool used to promote efficient, quality contractor performance. Award term contracting should be used when there are specific performance metrics which can be identified and know objectives can be measured.

The award term process should be used when a long-term business relationship is of value to the Government and the contractor, and the expected outcome is known upfront.

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The Award Term Plan sets the basis for evaluating the contractor's performance and for presenting an assessment of the performance to the TDO.

All decisions regarding the award term points, the methodology used to calculate award points, the contractor's entitlement to the points and the nature and success of the contractor's performance are final and are not subject to dispute. The award term, if earned, will be provided to the contractor through unilateral contract modification.

The specific criteria and procedures that will be used to assess the contractor's performance and for determining if additional base years or award terms are earned are described herein.

2.0 ORGANIZATION

The Award Term Evaluation Team (ATET) consists of the Term Determining Official (TDO), the Contracting Officers Representative (COR), Requiring Technical Activity (RTA)/ Performance Monitors (PO) and the Contracting Officer (KO).

3.0 RESPONSIBILITIES

a. Term-Determining Official (TDO). The TDO will be the manager of the code for which the requirement is supporting. The TDO shall approve the Award Term Plan and any significant changes to it. The TDO is responsible for review of the ATET's recommendation, shall consider all pertinent data, and determine the award term points for each evaluation period.

b. Contracting Officers Representative (COR). The COR is responsible for obtaining and reviewing performance evaluations submitted by the performance monitors and the contractor's self-evaluation. The COR shall consider all information from pertinent sources, shall prepare an interim performance report and arrive at the earned award-term point recommendation, to be presented to the TDO. An initial assessment of the contractor's performance will be done at the conclusion of the first six months of performance, with subsequent evaluation being conducted every year thereafter. The COR may suggest recommended changes to the Award Term Plan, which will be considered by the TDO for incorporation or modification into the plan.

c. Performance Monitors (PO)/Requiring Technical Activity (RTA). The PO(s) will be responsible for maintaining written records of the contractor's performance in their assigned evaluation area so that a fair and accurate evaluation is obtained. The PO may provide informal feedback of contractor performance anytime, but must prepare written interim and end-of-term evaluation reports as directed by the COR.

d. Contracting Officer (KO). The KO is responsible for overseeing the contractor's performance with regards to all contractual issues. The KO is the liaison between the contractor and government personnel. The KO may issue a written notice to the contractor when areas of performance present government concern. The KO shall approve any changes to the Award Term Plan. Subsequent to the TDO decision, the KO will modify the TO period of performance, if necessary, to reflect the TDO's decision.

4.0 AWARD-TERM PROCESSES

a. Evaluation Points. Points are awarded during each evaluation period of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect the assessment. The time specified for period of evaluation will ensure the Government has sufficient time to solicit and award a new TO, should the contractor not earn a BY or AT.

b. Evaluation Criteria. If the KO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period.

c. Interim Evaluation Process. An interim evaluation will be conducted at the conclusion of the first six months of

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performance for the base period. At the discretion of the TDO, interim evaluations may take place more frequently. The COR will notify the PO(s) 14 calendar days before the midpoint of the evaluation period. PO(s) are required to submit their evaluation reports to the COR 21 calendar days after this notification. The COR determines the evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The KO may also issue letter at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The COR notifies the PO(s) 14 calendar days before the end of the evaluation period. The PO(s) prepare and submit a written evaluation report to the COR within 14 calendar days after the end of the evaluation period. The COR forwards copies of the reports to the contractor. The contractor is given opportunity to address the PO(s) evaluations. Contractor rebuttal must be received within 20 days after the end of the evaluation period. The contractor must prepare a self assessment of thier performance and submit it the the KO within 5 working days after the end of the evaluation period. The contractor's assessment may contain any infomation that could be reasonable expectedto assist in determining the final performance assessment score. The self-assessment may not exceed 5 pages. The COR prepares an evaluation report and recommendation regarding earned and unearned award term points. The COR briefs the TDO on the evaluation results and recommendation within 30 calendar days after the end of the evaluation period. The TDO determines the overall award term points for the evaluation period within 45 calendar days after each evaluation period. The TDO shall issue a letter informing the contractor of the earned award term points. If, sufficent award term ponts are earned, KO will issue a contract modifcation. The modifcation will authorize an award term extension or reduction based on the earned and unearned award term point.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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SECTION I CONTRACT CLAUSES

Note: All provisions of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

52.216-7 Allowable Cost and Payment (DEC 2002)

52.219-14 Limitations on Subcontracting (DEC 1996)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (June 2004)

52.222-41 Service Contract Act of 1965, As Amended (Jul 2005)

52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)

52.223-10 Waste Reduction Program (AUG 2000)

52.225-13 Restrictions of Certain Foreign Purchases (Mar 2005)

52.227-14 Rights in Data- General (JUNE 1987)

52.228-7 Insurance-Liability to Third Persons (MAR 1996)

52.232-17 Interest (JUN 1996)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.237-02 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.243-2 Changes-Cost Reimbursement (AUG 1987)-Alternate II (APR 1984)

52.244-2 Subcontracts (AUG 1998)

DFARS Clauses

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)

252.225-7004 Reporting of Contract Performance Outside the United States (JUN 2005)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses (es): <http://www.farsite.hill.af.mil/>.

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CLAUSES INCORPORATED BY FULL TEXT

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

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AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

a.) FINAL DD254

b.) TASK ORDER SATISFACTION SUMMARY

Attachment 1 - (Funding Notification Letter Example visual chart3 (2).doc)

Attachment 2 - CDRL B011 (TO Funding Notification Letter)