

2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 17-Jan-2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Naval Sea Systems Command (NAVSEA)
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
 WASHINGTON NAVY YARD DC 20376-2040
 stacy.crisman@navy.mil 202-781-4081

DCMA Manassas
 10500 BATTLEVIEW PARKWAY, SUITE 200
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Paradigm Technologies Inc. 2231 Crystal Drive, Suite 807 Arlington VA 22202-3725		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4486-EH03
		10B. DATED (SEE ITEM 13) 03-Dec-2008
CAGE CODE 0ZB23	FACILITY CODE	

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 checked="" 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 type="checkbox"/>	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) Nichole McMenamin	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacy M McQuage, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Nichole McMenamin (Signature of person authorized to sign)	15C. DATE SIGNED 15-Jan-2013
	16B. UNITED STATES OF AMERICA BY /s/Stacy M McQuage (Signature of Contracting Officer)
	16C. DATE SIGNED 17-Jan-2013

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GENERAL INFORMATION

The purpose of this Modification 30 to N00178-05-D-4486-EH03 is to, under SECTION F – PERFORMANCE OR DELIVERIES, update the Period of Performance for CLINs 4305, 4306, 6304, and 6305 as follows:

FROM:

CLIN	Start Date	End Date
4305	03 December 2012	02 December 2013
4306	03 December 2012	02 December 2013
6304	03 December 2012	02 December 2013
6305	03 December 2012	02 December 2013

TO:

CLIN	Start Date	End Date
4305	23 August 2012	22 August 2013
4306	23 August 2012	22 August 2013
6304	23 August 2012	22 August 2013
6305	23 August 2012	22 August 2013

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 \$20,732,944.38 by \$0.00 to \$20,732,944.38.

The total value of the order is hereby increased from \$20,732,946.00 by \$0.00 to \$20,732,946.00.

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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
1001	Base Year: Task 1-Analytical Support FY 09 (WPN)	6250.0	LH	\$604,768.00	\$39,310.00	\$644,078.00
100101	Incremental Funding for Base Year (WPN) (WPN)					
100102	Incremental Funding for Base Year (WPN) (WPN)					
100103	Incremental Funding for Base Year (WPN) (WPN)					
1002	Base Year: Task 2-Program Planning Support FY 09 (WPN)	6250.0	LH	\$452,289.00	\$29,399.00	\$481,688.00
100201	Incremental Funding for Base Year (WPN) (WPN)					
100202	Incremental Funding for Base Year (WPN) (WPN)					
100203	Incremental Funding for Base Year (WPN) (WPN)					
1003	Base Year: Task 3-Acquisition/Fin ancial Management Support FY 09 (WPN)	7500.0	LH	\$366,438.00	\$23,819.00	\$390,257.00
100301	Incremental Funding for Base Year (WPN) (WPN)					
100302	Incremental Funding for Base Year (WPN) (WPN)					

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100303 Incremental
Funding for Base
Year (WPN) (WPN)

1004 Base Year: Task 3750.0 LH \$289,350.00 \$10,127.00 \$299,477.00
4-Acquisition/Financial Management
for FMS Programs
(TBD)

100401 Incremental
Funding for Base
Year (FMS)
(FMS Case #AT-P-L
CY)

100402 Incremental
Funding for Base
Year (FMS)
(FMS Case #CN-P-M
IB)

100403 Incremental
Funding for Base
Year (FMS)
(FMS Case #JA-P-A
NW)

100404 Incremental
Funding for Base
Year (FMS)
(FMS Case #KS-P-A
JA)

100405 Incremental
Funding for Base
Year (FMS)
(FMS Case #TW-P-L
GQ)

1005 Base Year: Task 1250.0 LH \$110,821.00 \$7,203.00 \$118,024.00
5-Special Studies
FY 09 (WPN)

100501 Incremental
Funding for Base
Year (WPN) (WPN)

1006 Base Year- Surge 5000.0 LH \$429,191.00 \$27,897.00 \$457,088.00
CLIN FY 09 (WPN)

100601 Base Year- Surge
CLIN (WPN)

100602 Base Year- Surge
CLIN (WPN)

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3001	NATO Seasparrow Base Year. ODC's in support of CLIN 1001 FY 09 (WPN)	1.0	LO	\$25,000.00
300101	Incremental Funding for Base Year (WPN) (WPN)			
300102	Incremental Funding for Base Year (WPN) (WPN)			
300103	Incremental Funding for Base Year (WPN) (WPN)			
3002	Base Year. ODC's in support of CLIN 1002 FY 09 (WPN)	1.0	LO	\$25,000.00
300201	Incremental Funding for Base Year (WPN) (WPN)			
300202	Incremental Funding for Base Year (WPN) (WPN)			
300203	Incremental Funding for Base Year (WPN) (WPN)			
3003	Base Year. ODC's in support of CLIN 1003 FY 09 (WPN)	1.0	LO	\$30,000.00
300301	Incremental Funding for Base Year (WPN) (WPN)			
300302	Incremental Funding for Base Year (WPN) (WPN)			
300303	Incremental Funding for Base Year (WPN) (WPN)			
3004	Base Year. ODCs	1.0	LO	\$15,000.00

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in support of
CLIN 1004 (TBD)

300401 Incremental
Funding for Base
Year (FMS)
(FMS Case #AT-P-L
CY)

300402 Incremental
Funding for Base
Year (FMS)
(FMS Case #CN-P-M
IB)

300403 Incremental
Funding for Base
Year (FMS)
(FMS Case #JA-P-A
NW)

300404 Incremental
Funding for Base
Year (FMS)
(FMS Case #KS-P-A
JA)

300405 Incremental
Funding for Base
Year (FMS)
(FMS Case #TW-P-L
GQ)

3005 Base Year. ODC's 1.0 LO \$5,000.00
in support of
CLIN 1005 FY 09
(WPN)

300501 Incremental
Funding for Base
Year (WPN) (WPN)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Option I - Task 1- Analytical Support (TBD)	9500.0	LH	\$1,261,175.00	\$81,977.00	\$1,343,152.00
400101	Option I - Task 1- Analytical Support (RDT&E)					
400102	Option I - Task 1- Analytical					

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	Support (WPN)					
400103	Option I - Task 1- Analytical Support (WPN)					
400104	Option I - Task 1- Analytical Support (OPN)					
400105	Option I - Task 1- Analytical Support (OPN)					
400106	Option I - Task 1- Analytical Support (OPN)					
400107	Option I - Task 1- Analytical Support (OPN)					
4002	Option I - Task 2- Program Planning Support (TBD)	9500.0	LH	\$1,025,615.00	\$66,665.00	\$1,092,280.00
400201	Option I - Task 2- Program Planning Support (WPN)					
400202	Option I - Task 2- Program Planning Support (WPN)					
400203	Option I - Task 2- Program Planning Support (RDT&E)					
4003	Option I- Task 3-Acquisition/Fin ancial Management Support (TBD)	11400.0	LH	\$919,932.00	\$59,795.00	\$979,727.00
400301	Option I- Task 3-Acquisition/Fin ancial Management Support (WPN)					
400302	Option I- Task 3-Acquisition/Fin ancial Management Support (WPN)					
400303	Option I- Task					

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3-Acquisition/Financial Management Support (RDT&E)

4004	Option I-Task 4 - Acquisition/Financial Management FMS (FMS Case #PA-T-LCY)	1.0	LO	\$442,548.00	\$15,489.00	\$458,037.00
400401	Option I-Task 4 - Acquisition/Financial Management FMS. (FMS Case #AT-P-LCY)					
400402	Option I-Task 4 - Acquisition/Financial Management FMS-#PATE44-9278-S161-0LDA (FMS Case #AT-P-LDA)					
400403	Option I-Task 4 - Acquisition/Financial Management FMS #PCIQ44-9278-S035-0LCA (FMS Case #CI-P-LCA)					
400404	Option I-Task 4 - Acquisition/Financial Management FMS (FMS Case #CN-P-MIB)					
400405	Option I-Task 4 - Acquisition/Financial Management FMS #PNEC44-9278-S141-0GKI (FMS Case #NE-P-GKI)					
400406	Option I-Task 4 - Acquisition/Financial Management FMS #PFRX44-9278-S015-0AEC (FMS Case #FR-P-A)					

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EC)

- 400407 Option I-Task 4 -
Acquisition/Financial Management
FMS
#PJA344-9278-S971
-0AQE
(FMS Case #JA-P-A
QE)
- 400408 Option I-Task 4 -
Acquisition/Financial Management
FMS
#PJA344-9278-S851
-0AQF
(FMS Case #JA-P-A
QF)
- 400409 Option I-Task 4 -
Acquisition/Financial Management
FMS
(FMS Case #KS-P-A
JA)
- 400410 Option I-Task 4 -
Acquisition/Financial Management
FMS#PPLC44/9278/S
065/0GAN.
(FMS Case #PL-P-G
AN)
- 400411 Option I-Task 4 -
Acquisition/Financial Management
FMS
#PSPF44-9278-S165
-0ANF
(FMS Case #SP-P-A
NF)
- 400412 Option I-Task 4 -
Acquisition/Financial Management
FMS
#PSPF44-9278-S713
-0ANI
(FMS Case #SP-P-A
NI)
- 400413 Option I-Task 4 -
Acquisition/Financial Management
FMS #PTKB44-
9278-S457- 0BJF

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(FMS Case #TK-P-B
JF)

400414 Option I-Task 4 -
Acquisition/Finan
cial Management
FMS
#PTWB44-9278-S481
-0LGM
(FMS Case #TW-P-L
GM)

400415 Option I-Task 4 -
Acquisition/Finan
cial Management
FMS.#PTWA45-9316-
8004-0LGQ
(FMS Case #TW-P-L
GQ)

4005	Option I Task 5- Special Studies (TBD)	1900.0	LH	\$171,216.00	\$11,129.00	\$182,345.00
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400501 Option I Task 5-
Special Studies
(RDT&E)

4006	Option I- Surge CLIN (OPN)	5000.0	LH	\$442,066.00	\$28,734.00	\$470,800.00
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400601 In support of
Task 1,2,3 OPN.
(OPN)

400602 In support of
Task 1,2,3 PANMC.
(PANMC)

400603 In support of
Task 1,2,3 PANMC.
(PANMC)

400604 In support of
Task 1,2,3 PANMC.
(PANMC)

4101	Award Term I- Task 1- Analytical Support (TBD)	11500.0	LH	\$1,176,241.00	\$76,456.00	\$1,252,697.00
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410101 Task 1 -
Analytical
Support (WPN)

410102 Task 1 -
Analytical

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Support (RDT&E)

410103 Task 1 -

Analytical

Support (WPN)

410104 Task 1 -

Analytical

Support (O&MN,N)

410105 Task 1 -

Analytical

Support (O&MN,N)

410106 Task 1 -

Analytical

Support (APN)

410107 Task 1 -

Analytical

Support (OPN)

410108 Task 1 -

Analytical

Support (OPN)

410109 Task 1 -

Analytical

Support (OPN)

410110 Task 1 -

Analytical

Support (O&MN,N)

4102 Award Term I-Task
2-Program
Planning Support
(TBD)

11500.0 LH

\$879,708.00

\$57,181.00

\$936,889.00

410201 Task 2 - Program
Planning Support
(WPN)

410202 Task 2 - Program
Planning Support
(RDT&E)

410203 Task 2 - Program
Planning Support
(WPN)

410204 Task 2 - Program
Planning Support
(APN)

410205 Task 2 - Program
Planning Support
(WPN)

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410206 Task 2 - Program
Planning Support
(WPN)

410207 Task 2 - Program
Planning Support
(WPN)

410208 Task 2 - Program
Planning Support
(O&MN,N)

4103	Award Term I - Task 3 - Acquisition/Finan cial Management Support (TBD)	13800.0	LH	\$733,087.00	\$47,651.00	\$780,738.00
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410301 Task 3 -
Acquisition/Finan
cial Management
Support (WPN)

410302 Task 3 -
Acquisition/Finan
cial Management
Support (RDT&E)

410303 Task 3 -
Acquisition/Finan
cial Management
Support (WPN)

410304 Task 3 -
Acquisition/Finan
cial (APN)

410305 Task 3 -
Acquisition/Finan
cial (APN)

410306 Task 3 -
Acquisition/Finan
cial (APN)

410307 Task 3 -
Acquisition/Finan
cial (O&MN,N)

410308 Task 3 -
Acquisition/Finan
cial (RDT&E)

4104	Award Term I-Task 4 Acquisition/Finan cial Management	6900.0	LH	\$324,809.66	\$11,368.34	\$336,178.00
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FMS (TBD)

410401 ITEM 4104 01 -
FMS Case AT-P-LCY

(FMS)

410402 ITEM 4104 02 -
FMS Case JA-P-ANW
(FMS)

410403 Funding (WPN)

4105	Award Term I - Task 5 - Special Studies (TBD)	2300.0	LH	\$258,647.00	\$16,812.00	\$275,459.00
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410501 Task 5 - Special
Studies (WPN)

410502 Task 5 - Special
Studies (WPN)

410503 Task 5 - Special
Studies (RDT&E)

410504 Task 5 - Special
Studies (WPN)

4106	Award Term I - Surge CLIN (TBD)	5000.0	LH	\$455,327.00	\$29,596.00	\$484,923.00
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410601 Task - Surge
(WPN)

410602 Task - Surge
(WPN)

410603 Task - Surge
(RDT&E)

410604 Task - Surge
(WPN)

4201	Award Term II - Task 1 Analytical Support (TBD)	13000.0	LH	\$1,376,733.00	\$89,488.00	\$1,466,221.00
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420101 Award Term II -
Task 1 Analytical
Support (RDT&E)

420102 Award Term II -
Task 1 Analytical
Support (WPN)

420103 Award Term II -
Task 1 Analytical

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Support (WPN)

420104 Award Term II -
Task 1 Analytical
Support (WPN)

420105 Award Term II -
Task 1 Analytical
Support (WPN)

420106 Award Term II -
Task 1 Analytical
Support (WPN)

420107 Award Term II -
Task 1 Analytical
Support (WPN)

420108 Award Term II -
Task 1 Analytical
Support (WPN)

4202	Award Term II - Task 2 Program Planning Support (TBD)	13000.0	LH	\$1,029,660.00	\$66,928.00	\$1,096,588.00
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420201 Task 2 - Program
Planning Support
(WPN)

420202 Task 2 - Program
Planning Support
(O&MN,N)

420203 Task 2 - Program
Planning Support
(WPN)

420204 Task 2 - Program
Planning Support
(WPN)

420205 Task 2 - Program
Planning Support
(O&MN,N)

420206 Task 2 - Program
Planning Support
(WPN)

420207 Task 2 - Program
Planning Support
(WPN)

420208 Task 2 - Program
Planning Support
(WPN)

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4203	Award Term II - Task 3- Acquisition/Finan cial Management Support (SCN)	15600.0	LH	\$858,047.00	\$55,773.00	\$913,820.00
420301	Award II - Task 3 - Acquisition/Finan cial (SCN)					
420302	Task 3 - Acquisition/Finan cial Management Support (O&MN,N)					
420303	Task 3 - Acquisition/Finan cial (WPN)					
420304	Task 3 - Acquisition/ Financial Support (WPN)					
420305	Task 3 - Acquisition/ Financial Support (O&MN,N)					
420306	Task 3 - Acquisition/ Financial Support (RDT&E)					
4204	Award Term II - Task 4 - Acquisition/Finan cial Management FMS (OTHER)	4896.0	LH	\$355,470.53	\$12,441.47	\$367,912.00
420401	Admin (FMS)					
420402	Admin (FMS)					
420403	Labor (PJA544127880310F PE) (FMS)					
420404	Labor (PJA144111180030A RH) (FMS)					
420405	Labor (PATE44135580030L CY) (FMS)					

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420406 Labor
(PCN044202660630F
CJ) (FMS)

420407 Labor
(PEGC4N202480020G
FC) (FMS)

420408 Labor (
PFRF44201980030GV
Z) (FMS)

4205	Award Term II - Task 5- Special Studies (WPN)	2600.0	LH	\$302,734.00	\$19,678.00	\$322,412.00
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420501 Task 5 - Special
Studies (WPN)

4206	Award Term II- Surge CLIN (TBD)	5000.0	LH	\$468,987.00	\$30,484.00	\$499,471.00
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420601 Award Term II-
Surge CLIN (WPN)

4301	Award Term III- Task 1 - Analytical Support (TBD)	15742.0	LH	\$2,282,967.19	\$148,392.87	\$2,431,360.06
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430101 Award Term III-
Task 1 -
Analytical
Support (WPN)

430102 Award Term III-
Task 1 -
Analytical
Support (WPN)

430103 Award Term III-
Task 1 -
Analytical
Support (RDT&E)

430104 Award Term III-
Task 1 -
Analytical
Support (RDT&E)

430105 Award Term III-
Task 1 -
Analytical
Support (O&MN,N)

430106 Award Term III-
Task 1 -
Analytical

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	Support (RDT&E)					
430107	Award Term III- Task 1 - Analytical Support (RDT&E)					
430108	Funding for Services of Award Term III - Analytical Support (WPN)					
430109	Funding for services of Award Term III - MDA-OCF (OTHER)					
430110	Funding for services of Award Term III - MDA-OCF (OTHER)					
4302	Award Term III- Task 2- Program Planning Support (SCN)	13000.0	LH	\$681,569.95	\$44,302.05	\$725,872.00
430201	Award Term III- Task 1 - Analytical Support (WPN)					
430202	Award Term III- Task 1 - Analytical Support (RDT&E)					
430203	Award Term III- Task 1 - Analytical Support (O&MN,N)					
430204	Award Term III- Task 1 - Analytical Support (O&MN,N)					
4303	Award Term III-Task 3 Acquisition/Finan cial Management Support (TBD)	15600.0	LH	\$418,202.82	\$27,183.18	\$445,386.00
430301	Award Term III-Task 3 Acquisition/Finan cial Management					

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Support (WPN)

4304	Award Term III- Task 4-Acquisition/Fia ncial Management FMS (TBD) Option	763.0	LH	\$0.00	\$0.00	\$0.00
4305	Award Term III - Task 5 Special Studies (TBD)	2600.0	LH	\$129,138.91	\$8,394.03	\$137,532.94
430501	Award Term III - Task 5 Special Studies (O&MN,N)					
4306	Award Term III - Surge CLIN (TBD)	10944.0	LH	\$574,210.33	\$37,323.67	\$611,534.00
430601	Award Term III - Surge CLIN (WPN)					
430602	Award Term III - Surge CLIN (WPN)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6001	Option I. ODC's in support of CLIN 4001 (TBD)	1.0	LO	\$33,750.00
600101	Option I. ODC's in support of CLIN 4001 (RDT&E)			
600102	Option I. ODC's in support of CLIN 4001 (WPN)			
600103	Option I. ODC's in support of CLIN 4001 (WPN)			
6002	Option I- ODC's in support of CLIN 4002 (TBD)	1.0	LO	\$33,750.00
600201	Option I- ODC's in support of CLIN 4002 (WPN)			
600202	Option I- ODC's in support of			

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CLIN 4002 (WPN)

600203 Option I- ODC's
in support of
CLIN 4002 (RDT&E)

6003 Option I - ODCs 1.0 LO \$30,000.00
in support of
CLIN 4003 (TBD)

600301 Option I - ODCs
in support of
CLIN 4003 (WPN)

600302 Option I - ODCs
in support of
CLIN 4003 (WPN)

600303 Option I - ODCs
in support of
CLIN 4003 (RDT&E)

6004 Option I- ODC's 1.0 LO \$15,000.00
in support of
CLIN 4004 (TBD)

600401 Option I- ODC's
in support of
CLIN 4004 FMS.
(FMS Case #AT-P-L
CY)

600402

600403

600404

600405

600406

600407

600408 Option I- ODC's
in support of
CLIN 4004 FMS.#
PJA344-9278-S852-
0AQF
(FMS Case #JA-P-A
QF)

600409

600410

600411

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600412

600413

600414

600415 Option I- ODC's
in support of
CLIN 4004
FMS.#PTWA45-9316-
8005-0LGQ
(FMS Case #TW-P-L
GQ)

6005 Option I - ODC's 1.0 LO \$5,000.00
in support of
CLIN 4005 (TBD)

600501 Option I - ODC's
in support of
CLIN 4005 (RDT&E)

6101 Award Term I- 1.0 LO \$25,000.00
ODC's in support
of CLIN 4101
(TBD)

610101 ODC's in support
of CLIN 4101
(WPN)

610102 ODC's in support
of CLIN 4101
(RDT&E)

610103 ODC's in support
of CLIN 4101
(WPN)

610104 ODC's in support
of CLIN 4101
(O&MN,N)

6102 Award Term I - 1.0 LO \$25,000.00
ODC's in support
of CLIN 4102
(TBD)

610201 ODC's in support
of CLIN 4102
(WPN)

610202 ODC's in support
of CLIN 4102
(RDT&E)

610203 ODC's in support
of CLIN 4102

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(WPN)

610204 ODC's in support
of CLIN 4102
(O&MN,N)

6103 Award Term I- 1.0 LO \$30,000.00
ODC's in support
of CLIN 4103
(TBD)

610301 ODC's in support
of CLIN 4103
(WPN)

610302 ODC's in support
of CLIN 4103
(RDT&E)

610303 ODC's in support
of CLIN 4103
(WPN)

610304 ODC's in support
of CLIN 4103
(O&MN,N)

6104 Award Term I - 1.0 LO \$246,000.00
ODC's in support
of CLIN 4104
(TBD)

610401 ITEM 6104 01 ODC
in support of
410401 FMS Case
AT-P-LCY (FMS)

610402 ITEM 6104 02 ODC
in support of
410402 FMS Case
JA-P-ANW (FMS)

610403 ITEM 6104 03 ODC
in support of
410403 FMS Case
JA-P-ANW (APN)

610404 ITEM 6104 04 ODC
in support of
410403 (WPN)

610405 ODC in support of
CLIN 4104 (WPN)

6105 Award Term I - 1.0 LO \$5,000.00
ODC's in support
of CLIN 4105
(TBD)

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610501 ODC's in support
of CLIN 4105
(WPN)

610502 ODC's in support
of CLIN 4105
(WPN)

610503 ODC's in support
of CLIN 4105
(WPN)

6201 Award Term II - 1.0 LO \$25,000.00
ODC's in support
of CLIN 4201
(TBD)

620101 ODC's in support
of CLIN 4201
(RDT&E)

620102 ODC's in support
of CLIN 4201
(O&MN,N)

620103 ODC's in support
of CLIN 4201
(WPN)

6202 Award Term II - 1.0 LO \$25,000.00
ODC's in support
of CLIN 4202
(TBD)

620201 ODC's in support
of CLIN 4202
(O&MN,N)

620202 ODC's in support
of CLIN 4202
(WPN)

620203 ODC's in support
of CLIN 4202
(WPN)

620204 Reserved (TBD)

620205 Reserved (TBD)

620206 ODC's in support
of CLIN 4202
(TBD)

6203 Award Term II - 1.0 LO \$30,000.00
ODC's in support
of CLIN 4203

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(SCN)

620301 Award Term II -
ODC's in support
of CLIN 4203
(SCN)

620302 Award Term II -
ODC's in support
of CLIN 4203
(WPN)

620303 Award Term II -
ODC's in support
of CLIN 4203
(RDT&E)

6204 Award Term II - 1.0 LO \$15,000.00
OCD's in support
of CLIN 4204
(TBD)

620401 Award Term II -
OCD's in support
of CLIN 4204
(O&MN,N)

6205 Award Term II - 1.0 LO \$5,000.00
ODC's in support
of CLIN 4205
(TBD)

620501 ODC's in support
of CLIN 4205
(WPN)

6301 Award Term III - 1.0 LO \$16,250.00
ODC's in support
of CLIN 4301
(TBD)

630101 Award Term III -
ODC's in support
of CLIN 4301
(WPN)

630102 Award Term III -
ODC's in support
of CLIN 4301
(RDT&E)

630103 Award Term III -
ODC's in support
of CLIN 4301
(O&MN,N)

6302 Award Term III- 1.0 LO \$16,250.00
ODC's in support

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of CLIN 4302
(TBD)

630201 Award Term III-
ODC's in support
of CLIN 4302
(WPN)

630202 Award Term III-
ODC's in support
of CLIN 4302
(O&MN,N)

630203 Award Term III-
ODC's in support
of CLIN 4302
(O&MN,N)

6303 Award Term III - 1.0 LO \$30,000.00
ODCs in support
of CLIN 4303
(TBD)

630301 Award Term III -
ODCs in support
of CLIN 4303
(TBD)

630302 Award Term III -
ODCs in support
of CLIN 4303
(O&MN,N)

6304 Award Term III - 1.0 LO \$15,000.00
ODCs in support
of CLIN 4304
(TBD)

630401 Award Term III -
ODCs in support
of CLIN 4304
(O&MN,N)

6305 Award Term III - 1.0 LO \$5,000.00
ODC's in support
of CLIN 4305
(TBD)

630501 Award Term III -
ODC's in support
of CLIN 4305
(O&MN,N)

630502 Award Term III -
ODC's in support
of CLIN 4305
(O&MN,N)

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NOTES:

Note A: LEVEL OF EFFORT

For Labor Items, Awardee shall perform 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.

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: AWARD TERM

Award Term Item to which the AWARD TERM clause in SECTION H applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in SECTION H. Notwithstanding the word "Option" which appears

NOTE D: SURGE

If the Government determines that an increased level of effort Analytical Support, Program Planning Support, Acquisition/Financial Management, Acquisition/Financial Management for FMS and Special Studies support is required, the Government reserves the right to exercise a "surge" Option CLIN in additional work in accordance with the Statement of Work. The Contracting Officer will provide written notice to the Contractor at least 60 calendar days prior to exercise of the Surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the Labor CLIN for each Task identified in the Statement of Work. Award of an Award Term does not include award of the Surge Option Item unless the Surge Option is exercised for that Award Term period. **The Government estimate is approximately 5,000 man-hours per year for surge Option Items.**

NOTE E: ODC

The Government estimates Other Direct Costs for this task Order to be no more than \$100,000.00 per year. This ODC estimate must be included in Section B of the offer for CLIN 3001, Option CLIN 6001, Award Term CLINs 6101,6201,6301. Surge ODC is estimated at 5% of the above ODC estimates. No other ODC amounts proposed by an Offeror shall be included in said CLINs. These non-fee bearing CLINs and shall be priced as cost only.

CLAUSES INCORPORATED IN FULL TEXT:

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

This entire Task Order is cost type.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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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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 an 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 (**6.50%**) 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 Contract 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 been advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLIN SERIES 3000 AND 6000)

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

A. GENERAL INFORMATION

1. BACKGROUND

The Major Program Manager (MPM), Surface Ship Weapons reports to the Program Executive Officer for Integrated Warfare Systems (PEO) and has acquisition responsibility and life-cycle management accountability, to include Foreign Military Sales for missiles, launchers and gun systems, except TRIDENT and TOMAHAWK, as well as responsibility for integration of STANDARD Missile-3. This solicitation is for Business and Acquisition Planning, Management and Execution support to the Office of the MPM, Surface Ship Weapons (IWS 3.0).

2. PURPOSE

This solicitation seeks a Contractor capable of providing quality support to IWS 3.0 with Professional Support Services to the Major Program Manager, Deputy Major Program Manager, Technical Director, Director, Business Management Operations and Project Directors with (1) Analytical Support, (2) Program Planning Support, (3) Acquisition/Financial Management Support, (4) Acquisition/Financial Management support for FMS, and (5) Special Studies Support.

3. GENERAL

The Performance Standards and Assessment Plan described below are applicable to the total scope of services being performed under this task order.

a. Performance Standards. The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance.

Performance Standards:

The delivery requirements shall be consistent with needs of the mission as identified by the Contracting Officer Representative (COR).

Technical and status reports shall be factually accurate and complete, reflect high quality and adhere to due dates and deadlines.

Deliverables including studies and analyses, acquisition support, presentations and other knowledge management functions shall be measured through customer feedback.

Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

b. Performance Assessment Plan. The following performance assessment plan serves as a basis for assessing Contractor performance.

Performance Assessment Plan:

Contractor shall provide monthly reports of accomplishments, including cost execution data and shall indicate whether sponsor was satisfied or not satisfied based upon customer feedback.

Random and periodic sampling of monthly report data by division heads, or higher shall be performed.

c. General Requirements. The Contractor shall ramp up immediately upon award or exercise of a contract option and have its support team in place and fully functioning within four weeks. During this period if necessary, the Contractor shall support transition of the program office from the incumbent's support, including data/records/files. The contractor is required to functions as a repository for the Government librarian all historical files (previously stored by the incumbent). These files must be maintained within a 10 mile radius of the Washington Navy Yard. The storage unit dimension for the historical files should be 10' X 15'(LxW).

The Contractor's team shall align itself to support the program with an efficient mix of personnel utilizing an

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effective combination of experience. The Contractor shall provide an adaptable, flexible team structure that is best suited to accomplishing both planned and emergent tasks. Emphasis shall be placed on a team structure that also maximizes productivity, efficiency, and accountability. The Contractor must execute the scope of work that provides for high quality, timely and well-integrated support services while incorporating the proper mix and demonstrate the most effective use of personnel.

-The Contractor shall provide capability to archive and store historical documentation.

-The Contractor shall receive, log, and track classified documents.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO IWS 3.0 team members. Microsoft Outlook Office Tools mail is preferred, but not required in order to communicate and coordinate meetings and schedules. The contractor must have the capacity to interface via electronic mail and provide email addresses for all employees supporting this task. The contractor will maintain an electronic database of actions/taskings to be included with their monthly report.

The Contractor shall have the capacity to interface and access the NAVSEASYS COM Corporate Document Management System (LiveLink). LiveLink access is required for all employees supporting this task to access project workspaces and document archives that are germane to the performance of this task. The Contractor shall be responsible for procurement, installation, and maintenance of a PKI Certificate required for accessing DoD Websites.

-All data/deliverables produced under this Multiple Award Contract (MAC) shall become property of the Government.

4. SECURITY REQUIREMENTS:

Most of the work under this contract shall be UNCLASSIFIED. A portion may be classified up to the TOP SECRET level and will be performed on site at the Program Office. Additionally, all Automatic Data Processing (ADP) positions required for database support must conform to Personnel Security Program Requirements as outlined in DoD 5200.2-R requirements (especially those currently defined in Appendix C and K, Change 3, dated February 23, 1996), which identify National Agency Check guidance and ADP Position Categories. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

5. FACILITY:

- a. Capability to store up to SECRET in secure container.
- b. Ability to hold discussions and process information up to the Secret level.
- c. Does not require classified open storage.
- d. Requirement for receptionist to control access to site.

PERSONNEL:

- a. Personnel to be U.S. citizens
- b. At least four (4) must have Top Secret clearances upon contract award; two (2) additional personnel must have Top Secret eligibility. (see attach 6 for DD 254 format)
- c. Administrative Staff to have CONFIDENTIAL (C) clearances.

6. OVERVIEW OF SUPPORT TASKS FOR IWS 3.0

This Statement of Work is applicable to USN and FMS efforts to provide Business Operations and Special Studies support to the Major Program Manager, Deputy Major Program Manager, Technical Director, Director, Business Management Operations and Project Directors with (1) Analytical Support (25%), (2) Program Planning Support

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(25%), (3) Acquisition/Financial Management Support for US programs (30%), (4) Acquisition/Financial Management support for FMS (15%), and (5) Special Studies Support (5%).

BUSINESS OPERATIONS SUPPORT SERVICES (CAAS CODED)

BUSINESS OPERATIONS GENERAL REQUIREMENTS

Operate and maintain a computerized central library system to catalogue, update, retain, and recall both classified and unclassified information.

Attend periodic meetings as directed.

Travel to prime contractor sites, Government facilities, field activities, ranges and laboratories as directed.

Prepare briefings and associated materials as required by the Major Program Manager or his designee.

Provide assistance and coordination in gathering information and in making recommendations to respond to Congressional, DOD, other Government agency, media or industry inquiries, and audits and for Congressional Testimony.

Provide recommendations and initiatives to business case analysis and cost benefit analysis.

SPECIFIC REQUIREMENTS

1.0 ANALYTICAL SUPPORT (25%)

Funding anticipated for this effort includes RDT&E, WPN, FMS, O&M,N, SCN

The offeror shall provide analytical support and any related graphics support as needed:

- (a) Assist with Program Objectives Memorandum (POM) issue preparation efforts within IWS 3.0
- (b) Provide program Cost Estimation and analytical support.
- (c) Support budget preparation, defense and execution efforts.
- (d) Assist with preparation of flag level/Congressional staff briefings and issue papers as required by the government.
- (e) Coordinate administrative aspects of senior level meetings/conferences.
- (f) Participate in IWS 3.0 program reviews.
- (g) Prepare IWS 3.0 funding documents.
- (h) Prepare presentation materials in support of IWS 3.0 meetings and briefings as requested.
- (i) Provide frequent on-site interaction concerning program execution with Major Program Manager, Deputy Major Program Manager, Technical Director, Director, Business Management Operations and other senior and non-senior level IWS 3.0 personnel and managers within and outside IWS 3.0 such as PEO IWS, SEA 02, Navy International Program Office (NIPO), Office of the Secretary of Defense (OSD), Cost Analysis Improvement Group (CAIG), Missile Defense Agency (MDA), Acquisition Technology and Logistics (AT&L), Office of the Chief of Naval Operations (OPNAV), other Navy field activities and other sources.
- (l) Review, distribute and track program-related messages and documents specifically identified for IWS 3.0 action/information.
- (j) Assist the Major Program Manager with preparation and staffing of official correspondence and awards.
- (k) Assist in development and monitoring of programmatic metrics and support regular financial execution reviews to include Earned Value Management System reporting

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2.0 PROGRAM PLANNING SUPPORT (25%)

Funding anticipated for this effort includes RDT&E, WPN, FMS, O&M, SCN

The offeror shall develop and deliver program planning and business planning support as needed:

- (a) Review and analyze Navy provided documents related to Surface Ship Weapon Systems. Provide and assist in developing technical and business assessments and recommendations for changes to program and business plans.
- (b) Assist in the preparation of documents for formal briefings, program reviews and presentations for Surface Ship Weapons Systems. Provide analysis, with appropriate documentation (including detailed graphic representations) to support Navy produced major program presentations.
- (c) Maintain acquisition program documentation in accordance with DoD 5000 series. This will include but is not limited to Program Protection Plans, Technology Assessment/Control Plans, Cost Analysis Requirements documents and environmental analyses.
- (d) Assist in preparing and updating Acquisition Documentation.
 - (e) Using Navy provided planning documentation and schedules, identify and track key milestone events that pace the Surface Ship Weapon Systems product improvement process. Report potential deviations from schedule, recommend alternate courses of action and assess programmatic impacts.
- (f) Assist in coordinating and administering the field activity business plan effort (Task Planning Sheets).
- (g) Support program office Strategy Development which captures current state of production and production support and identifies key areas which present opportunities for production efficiencies, reduced cycle time, reduced infrastructure, reduced unit cost and increased quality.
- (h) Support Acquisition Reporting Requirements - DAMIR, SSPIM (etc.)

3.0 ACQUISITION/FINANCIAL MANAGEMENT SUPPORT FOR US PROGRAMS SUPPORT (30%)

Funding anticipated for this effort includes RDT&E, WPN, O&M,N, SCN

- (a) Assist with financial and contract support for Surface Ship Weapon Systems Programs.
- (b) Provide assistance to Surface Ship Weapons Systems Production Support managers in planning for procurement actions.
- (c) Assist in reconciliation of different accounting systems.
- (d) Provide assistance in the Surface Ship Weapons Systems contractual award fee process.
- (e) Assist the program office in acquisition requirement manager functions and program reviews.
- (f) Assist in development and monitoring of programmatic metrics and support regular financial execution reviews to include Earned Value Management System reporting.
- (g) Assist in the preparation of acquisition/procurement plans and documentation to support R&D, production and maintenance contracting efforts.

4.0 ACQUISITION/FINANCIAL MANAGEMENT FOR FMS PROGRAMS (15%)

Funding anticipated for this effort includes FMS

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- (a) Assist with financial and contract execution of FMS cases.
- (b) Assist Production Support managers in the planning of procurement activities.
- (c) Assist in the reconciliation of different accounting systems.
- (e) Provide assistance in the administration of the contractual award fee process.

5.0 SPECIAL STUDIES SUPPORT (5%)

Funding for this effort is anticipated to be RDT&E

Senior Acquisition Programmatic & Engineering Support (Special Studies)

Provide Senior Acquisition Programmatic and Engineering support to the Major Surface Ship Weapon Systems (IWS 3.0), as directed by the Major Program Manager, Deputy Major Program Manager, Technical Director or Director, Business Management Operations as required. The assigned tasks will require interfacing with the senior managers within the Surface Ship Weapons Directorate (IWS 3.0) and supporting laboratories, field activities and prime contractors.

Subjects for Special Studies include:

- Support to the Fleet
- Acquisition Strategies
- Technology Insertion
- Systems Engineering Support
- Process Improvement
- Life Cycle Management
- Business Process Improvement
- Industrial Base Assessments

For Special Studies, contractor shall provide:

- Study Methodology
- Progress reports as required
- Study adjustments if necessary
- Issues identified during the study that are recommended for future special studies
- Preliminary findings
- Final report
- Internal and external briefings of Study Results

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SECTION D PACKAGING AND MARKING

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

DATA PACKAGING LANGUAGE:

UNCLASSIFIED DATA

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

CLASSIFIED DATA

Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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) contract dollar amount
- (4) task order
- (5) whether the contract was competitively or non-competitively awarded
- (6) 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:

ITEMS(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 DATA

Inspection and acceptance of all data shall be as specified on the attached 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.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item (s) 1000 and 4000 SERIES-Inspection 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 the Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

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

1001	12/3/2008 - 11/30/2009
1002	12/3/2008 - 11/30/2009
1003	12/3/2008 - 11/30/2009
1004	12/3/2008 - 11/30/2009
1005	12/3/2008 - 11/30/2009
1006	12/3/2008 - 11/30/2009
3001	12/3/2008 - 11/30/2009
3002	12/3/2008 - 11/30/2009
3003	12/3/2008 - 11/30/2009
3004	12/3/2008 - 11/30/2009
3005	12/3/2008 - 11/30/2009
4001	11/1/2009 - 12/2/2010
4002	11/1/2009 - 12/2/2010
4003	11/1/2009 - 12/2/2010
4004	11/1/2009 - 12/2/2010
4005	11/1/2009 - 12/2/2010
4006	11/1/2009 - 12/2/2010
4101	11/22/2010 - 12/31/2011
4102	11/22/2010 - 12/31/2011
4103	11/22/2010 - 12/31/2011
4104	12/3/2010 - 12/2/2011
4105	11/22/2010 - 11/21/2011
4106	12/3/2010 - 12/2/2011
4201	9/26/2011 - 8/30/2012
4202	9/26/2011 - 8/30/2012
4203	9/1/2011 - 8/31/2012
4204	12/3/2011 - 12/2/2012
4205	1/17/2012 - 12/2/2012
4206	4/1/2012 - 5/2/2013
4301	5/1/2012 - 5/2/2013
4302	5/1/2012 - 5/2/2013
4303	5/1/2012 - 5/2/2013
4305	8/23/2012 - 8/22/2013
4306	8/23/2012 - 8/22/2013
6001	11/1/2009 - 12/2/2010
6002	11/1/2009 - 12/2/2010
6003	11/1/2009 - 12/2/2010
6004	11/1/2009 - 12/2/2010
6005	11/1/2009 - 12/2/2010
6101	11/22/2010 - 12/31/2011
6102	11/22/2010 - 12/31/2011

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6103	11/22/2010 - 12/31/2011
6104	12/3/2010 - 12/2/2011
6105	11/22/2010 - 11/21/2011
6201	9/26/2011 - 9/25/2012
6202	9/29/2011 - 9/28/2012
6203	9/1/2011 - 8/31/2012
6204	12/3/2011 - 12/2/2012
6205	1/17/2012 - 12/2/2012
6301	5/1/2012 - 5/2/2013
6302	5/1/2012 - 5/2/2013
6303	5/1/2012 - 5/2/2013
6304	8/23/2012 - 8/22/2013
6305	8/23/2012 - 8/22/2013

CLIN - DELIVERIES OR PERFORMANCE

PERFORMANCE LANGUAGE FOR LOE SERVICES

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

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
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The periods of performance for the following Items are as follows:

1001	12/3/2008 - 11/30/2009
1002	12/3/2008 - 11/30/2009
1003	12/3/2008 - 11/30/2009
1004	12/3/2008 - 11/30/2009
1005	12/3/2008 - 11/30/2009
1006	12/3/2008 - 11/30/2009
3001	12/3/2008 - 11/30/2009
3002	12/3/2008 - 11/30/2009
3003	12/3/2008 - 11/30/2009
3004	12/3/2008 - 11/30/2009
3005	12/3/2008 - 11/30/2009
4001	11/1/2009 - 12/2/2010
4002	11/1/2009 - 12/2/2010
4003	11/1/2009 - 12/2/2010
4004	11/1/2009 - 12/2/2010
4005	11/1/2009 - 12/2/2010
4006	11/1/2009 - 12/2/2010
4101	11/22/2010 - 12/31/2011
4102	11/22/2010 - 12/31/2011
4103	11/22/2010 - 12/31/2011

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4104	12/3/2010 - 12/2/2011
4105	11/22/2010 - 11/21/2011
4106	12/3/2010 - 12/2/2011
4201	9/26/2011 - 8/30/2012
4202	9/26/2011 - 8/30/2012
4203	9/1/2011 - 8/31/2012
4204	12/3/2011 - 12/2/2012
4205	1/17/2012 - 12/2/2012
4206	4/1/2012 - 5/2/2013
4301	5/1/2012 - 5/2/2013
4302	5/1/2012 - 5/2/2013
4303	5/1/2012 - 5/2/2013
4305	8/23/2012 - 8/22/2013
4306	8/23/2012 - 8/22/2013
6001	11/1/2009 - 12/2/2010
6002	11/1/2009 - 12/2/2010
6003	11/1/2009 - 12/2/2010
6004	11/1/2009 - 12/2/2010
6005	11/1/2009 - 12/2/2010
6101	11/22/2010 - 12/31/2011
6102	11/22/2010 - 12/31/2011
6103	11/22/2010 - 12/31/2011
6104	12/3/2010 - 12/2/2011
6105	11/22/2010 - 11/21/2011
6201	9/26/2011 - 9/25/2012
6202	9/29/2011 - 9/28/2012
6203	9/1/2011 - 8/31/2012
6204	12/3/2011 - 12/2/2012
6205	1/17/2012 - 12/2/2012
6301	5/1/2012 - 5/2/2013
6302	5/1/2012 - 5/2/2013
6303	5/1/2012 - 5/2/2013
6304	8/23/2012 - 8/22/2013
6305	8/23/2012 - 8/22/2013

The periods of performance for the Award Term Items are as follows:

4304	12/3/2012 - 12/2/2013
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The Contractor shall maintain a local office within walking distance of IWS 3.0 locations.

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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 event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date he or she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services, 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 deliverable 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*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>N00024</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>S2404A</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</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:
SAMUEL.W.LEWIS@NAVY.MIL
christian.e.johnson@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.

(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

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margaret.morgan@navy.mil.

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

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Mike Taylor, SEA 02651
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-3948
Email: michael.j.taylor1@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Stacy McQuage, SEA 02652
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-2246
Email: stacy.m.mcquage@navy.mil

*Note that the POR is the Contract Specialist

TASK ORDER MANAGER (TOM)

Naval Sea Systems Command
Attn: Samuel W. Lewis, PEO IWS 3ED
2450 Crystal Drive
Arlington, VA 22202
Telephone: (703) 872-1020
Email: SAMUEL.W.LEWIS@NAVY.MIL

ALTERNATE TASK ORDER MANAGER (ATOM)

Naval Sea Systems Command
Attn: Christian E. Johnson, PEO IWS 3ES2
2450 Crystal Drive
Arlington, VA 22202
Telephone: (703) 872-3770
Email: christian.e.johnson@navy.mil

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

The Government reserves the right to unilaterally change the points of contract at anytime.
TASK ORDER MANAGER (TOM)

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This Task Order is a Cost Plus-Fixed-Fee (CPFF) type with Award Term provisions. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable. If contractor performance is considered satisfactory by the Government, the fee(s) is payable at the expiration of the agreed-upon period(s) and upon contractor certification that the level of effort specified in this Task Order has been expended in performing the work.

Accounting Data

SLINID	PR Number	Amount
100101	N0002408NR55257	200000.00
LLA :		
AA See Attached FAD		
100102	N0002408NR55257	90000.00
LLA :		
AC See Attached FAD		
100201	N0002408NR55257	200000.00
LLA :		
AA See Attached FAD		
100202	N0002408NR55257	90000.00
LLA :		
AC See Attached FAD		
100301	N0002408NR55257	200000.00
LLA :		
AA See Attached FAD		
100302	N0002408NR55257	90000.00
LLA :		
AC See Attached FAD		
300101	N0002408NR55257	10000.00
LLA :		
AB See Attached FAD		
300102	N0002408NR55257	10000.00
LLA :		
AD See Attached FAD		
300201	N0002408NR55257	10000.00
LLA :		
AB See Attached FAD		
300202	N0002408NR55257	10000.00
LLA :		
AD See Attached FAD		
300301	N0002408NR55257	10000.00
LLA :		
AB See Attached FAD		
300302	N0002408NR55257	10000.00
LLA :		
AD See Attached FAD		

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BASE Funding 930000.00
Cumulative Funding 930000.00

MOD 03 Funding 0.00
Cumulative Funding 930000.00

MOD 04 Funding 0.00
Cumulative Funding 930000.00

MOD 05 Funding 0.00
Cumulative Funding 930000.00

MOD 06

400102 N0002410MR55398 20000.00
LLA :
AQ 1701507A2FE251SASWS00683422D000000FE8300000000

400401 N0002410MR55398. 100000.00
LLA :
AK97-11X82428LAS252Y6SWS00683422DCCXT10E44PQMS108Z

400402 N0002410MR55398 16000.00
LLA :
RM97-11X824228842527484200659162DPATE449278S1610LDA

400403 N0002410MR55398 5000.00
LLA :
RE97-11X824228432527443200659162DPCIQ449278S0350LCA

400404 N0002410MR55398 10000.00
LLA :
AL 97-11X82428Y CZ252Y638000683422DCCXT010E4NYACS104Z

400405 N0002410MR55398 10000.00
LLA :
RD97-11X824228122527412200659162DPNEC449278S1410GKI

400406 N0002410MR55398 20000.00
LLA :
RA 97-11X824228082527408200659162DPFRX449278S0150AEC

400407 N0002410MR55398 40000.00
LLA :
RK97-11X824228622527462200659162DPJA3449278S9710AQE

400408 N0002410MR55398 50000.00
LLA :
RL97-11X824228622527462200659162DPJA3449278S8510AQF

400409 N0002410MR55398 35037.00
LLA :
AJ 97-11X82428QKS252Y6SWS00683422DCCXT05E44DKACS106Z

400410 N0002410MR55398 13000.00
LLA :
RJ97-11X824228S225274S2200659162DPPLC44/9278/S065/0GAN.

400411 N0002410MR55398 20000.00
LLA :
RB97-11X824228152527415200659162DPSPF449278S1650ANF

400412 N0002410MR55398 3000.00
LLA :
RC97-11X824228152527415200659162DPSPF449278S7130ANI

400413 N0002410MR55398 16000.00
LLA :
RF 97-11X824228502527450200659162DPTKB449278S4570BJF

400414 N0002410MR55398 20000.00
LLA :

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RG97-11X824228582527458200659162DPTWB449278S4810LGM

400415 N0002410MR55398 100000.00
LLA :
RH 97-11X824228582527458200659162DPTWA45931680040LGQ

400601 N0002410MR55398 75000.00
LLA :
AX1701810A4US252SWS00683422D000000US0050000000

400602 N0002410MR55398 164898.00
LLA :
AU170508A1AC251SASWS00683422D000000AC8300000000

400603 N0002410MR55398 55902.00
LLA :
AW1701508A1AL251SASWS00683422D000000AL8300000000

400604 N0002410MR55398 175000.00
LLA :
AV1701508A1AG251SASWS00683422D000000AG8300000000

600102 N0002410MR55398 12500.00
LLA :
AR 1701507A2FE252SASWS0 0683422D000000FE8300000000

600401 N0002410MR55398 5000.00
LLA :
AK97-11X82428LAS252Y6SWS00683422DCCXT10E44PQPMS108Z

600408 N0002410MR55398 5000.00
LLA :
RL97-11X824228622527462200659162DPJA3449278S8510AQF

600415 N0002410MR55398 5000.00
LLA :
RH 97-11X824228582527458200659162DPTWA45931680040LGQ

MOD 06 Funding 976337.00
Cumulative Funding 1906337.00

MOD 07

400104 N00024-10-MR-55574 144968.00
LLA :
AY 170181089RL252SAS6P00683422D000000NSPCN0000010
Standard Number: N0002410AF389RL

400105 N00024-10-MR-55574 57383.00
LLA :
AZ 170181089RL252SAS6P00683422D000000NSPDK0000010
Standard Number: N0002410AF389RL

400106 N00024-10-MR-55574 18120.00
LLA :
BA 170181089RL252SAS6P00683422D000000NSPNR0000010
Standard Number: N0002410AF389RL

400107 N00024-10-MR-55574 4529.00
LLA :
BB 170181089RL252SAS6P00683422D000000NSPPT0000010
Standard Number: N0002410AF389RL

MOD 07 Funding 225000.00
Cumulative Funding 2131337.00

MOD 08

410101 N0002411MR55025.00 829762.00
LLA :

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AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

410102 N0002411MR55025.00 99741.00
LLA :
BD 1711319 A5XP 251 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

410201 N0002411MR55025.00 595432.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

410202 N0002411MR55025.00 99741.00
LLA :
BD 1711319 A5XP 251 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

410301 N0002411MR55025.00 479888.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

410302 N0002411MR55025.00 99420.00
LLA :
BD 1711319 A5XP 251 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

410501 N0002411MR55025.00 204391.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

610101 N0002411MR55025.00 16015.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

610102 N0002411MR55025.00 1779.00
LLA :
BC 1711319 A5XP 252 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

610201 N0002411MR55025.00 16015.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

610202 N0002411MR55025.00 1779.00
LLA :
BC 1711319 A5XP 252 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

610301 N0002411MR55025.00 19253.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

610302 N0002411MR55025.00 2100.00
LLA :
BC 1711319 A5XP 252 SA SWS 0 068342 2D 980510 K3092 000 0010
Standard Number: N0002411AF1A5XP

610501 N0002411MR55025.00 3559.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

MOD 08 Funding 2468875.00
Cumulative Funding 4600212.00

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MOD 09

400103 348066.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000

400202 348064.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000

400302 348064.00
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000

410101 N0002411MR55025.00 (348066.00)
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

410201 N0002411MR55025.00 (348064.00)
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

410301 N0002411MR55025.00 (348064.00)
LLA :
AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

600103 8750.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000

600202 8750.00
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000

610101 N0002411MR55025.00 (8750.00)
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

610201 N0002411MR55025.00 (8750.00)
LLA :
AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002410AF4A2FE

MOD 09 Funding 0.00
Cumulative Funding 4600212.00

MOD 10

410103 N0002411MR55343.00 283790.00
LLA :
BF 17 1 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002411AF4A2FE

410203 N0002411MR55343.00 212246.00
LLA :
BF 17 1 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002411AF4A2FE

410303 N0002411MR55343.00 176871.00
LLA :
BF 17 1 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002411AF4A2FE

410502 N0002411MR55343.00 62403.00
LLA :
BF 17 1 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002411AF4A2FE

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610103 N0002411MR55343.00 5664.00
 LLA :
 BE 17 1 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
 Standard Number: N0002411AF4A2FE

610203 N0002411MR55343.00 5664.00
 LLA :
 BE 17 1 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
 Standard Number: N0002411AF4A2FE

610303 N0002411MR55343.00 6796.00
 LLA :
 BE 17 1 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
 Standard Number: N0002411AF4A2FE

610502 N0002411MR55343.00 1133.00
 LLA :
 BE 17 1 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000
 Standard Number: N0002411AF4A2FE

MOD 10 Funding 754567.00
 Cumulative Funding 5354779.00

MOD 11

410401 N0002411MR55510 1400.00
 LLA :
 AK97-11X82428LAS252Y6SWS00683422DCCXT10E44PQPMS108Z

410402 N0002411MR55510 295000.00
 LLA :
 AH97-11X824286JT252Y6SWS00683422DCCXT01344BDACS105Z

610401 N0017805D4486 1000.00
 LLA :
 AK97-11X82428LAS252Y6SWS00683422DCCXT10E44PQPMS108Z

610402 N0002411MR55510 5000.00
 LLA :
 AH97-11X824286JT252Y6SWS00683422DCCXT01344BDACS105Z

MOD 11 Funding 302400.00
 Cumulative Funding 5657179.00

MOD 12

410104 1300210081 20082.00
 LLA :
 BG 1711804 8D3D 251 WS030 0 050120 2D 000000 B10000782687

410105 1300210081 42300.00
 LLA :
 BH 1711804 8D4D 251 WS030 0 050120 2D 000000 A10000782687

410106 1300210081 108746.00
 LLA :
 BM 1711508 A1AC 252 WS030 0 050120 2D 000000 A90000782687

410107 1300210081 6516.00
 LLA :
 BQ 1711810 A4FC 251 WS030 0 050120 2D 000000 B00000782687

410108 1300210081 19548.00
 LLA :
 BT 1711810 A4NV 251 WS030 0 050120 2D 000000 B30000782687

410109 1300210081 17700.00
 LLA :
 BR 1711810 A4NV 251 WS030 0 050120 2D 000000 B40000782687

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410204 1300210081 36054.00
 LLA :
 BM 1711508 A1AC 252 WS030 0 050120 2D 000000 A90000782687

410205 1300210081 29920.00
 LLA :
 BK 1711507 A4E5 252 WS030 0 050120 2D 000000 A30000782687

410206 1300210081 30168.00
 LLA :
 BL 1711507 A4E5 251 WS030 0 050120 2D 000000 A40000782687

410207 1300210081 3858.00
 LLA :
 BJ 1711507 A4E5 251 WS030 0 050120 2D 000000 A20000782687

410304 1300210081 19576.00
 LLA :
 BS 1711508 A1AG 251 WS030 0 050120 2D 000000 B20000782687

410305 1300210081 18272.00
 LLA :
 BN 1711508 A1AH 251 WS030 0 050120 2D 000000 A60000782687

410306 1300210081 62152.00
 LLA :
 BM 1711508 A1AC 252 WS030 0 050120 2D 000000 A90000782687

410503 1300210081 5430.00
 LLA :
 BP 1711319 A4FR 251 WS030 0 050120 2D 000000 A80000782687

610403 1300210081 200000.00
 LLA :
 DB 1711507 A4E5 251 WS030 0 050120 2D 000000 A30000782687

MOD 12 Funding 620322.00
 Cumulative Funding 6277501.00

MOD 13

420301 N000241MR43373 454020.00
 LLA :
 BV 17 0 1811 1224 251 S8 WMW 0 068342 2D 000000 20010 9SS 1013

620301 N000241MR43373 14000.00
 LLA :
 BU 17 0 1811 1224 252 S8 WMW 0 068342 2D 000000 20010 9SS 1013

MOD 13 Funding 468020.00
 Cumulative Funding 6745521.00

MOD 14

410601 N000241MR43374 285000.00
 LLA :
 DK 1701507 A2ES 252 SA SWS 0 068342 2D 000000 ES830 000 0000

410602 N000241MR43374 27808.00
 LLA :
 DA 1791507 A2ES 252 SA SWS 0 068342 2D 000000 ES830 000 0000

MOD 14 Funding 312808.00
 Cumulative Funding 7058329.00

MOD 15

410110 172578.00

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LLA :
CA 1711804 8D4D 251 WS030 0 050120 2D 000000 B50000782687
B50000782687

410208 277534.00

LLA :
CC 1711804 8D4D 251 WS030 0 050120 2D 000000 B50000782687
B50000782687

410307 177453.00

LLA :
CE 1711804 8D4D 251 WS030 0 050120 2D 000000 B50000782687
B50000782687

410308 95170.00

LLA :
CG 1711319 A5XP 251 WS030 0 050120 2D 000000 B60000782687
B60000782687

410403 70778.00

LLA :
CH 1711507 A2FK 251 WS030 0 050120 2D 000000 B70000782687
B70000782687

410504 3235.00

LLA :
CJ 1711507 A2FK 251 WS030 0 050120 2D 000000 B70000782687
B70000782687

410603 107148.00

LLA :
CL 1711319 A5XP 251 WS030 0 050120 2D 000000 B60000782687
B60000782687

410604 64967.00

LLA :
CM 1711507 A2FK 251 WS030 0 050120 2D 000000 B70000782687
B70000782687

420101 237682.00

LLA :
BY 1711319 A5XP 251 WS030 0 050120 2D 000000 B60000782687
B60000782687

610104 10292.00

LLA :
CB 1711804 8D4D 252 WS030 0 050120 2D 000000 B50000782687
B50000782687

610204 10292.00

LLA :
CD 1711804 8D4D 253 WS030 0 050120 2D 000000 B50000782687
B50000782687

610304 1851.00

LLA :
CF 1711804 8D4D 252 WS030 0 050120 2D 000000 B50000782687
B50000782687

610404 9000.00

LLA :
CN 1711507 A2FK 252 WS030 0 050120 2D 000000 B70000782687
B70000782687

610503 308.00

LLA :
CK 1711507 A2FK 252 WS030 0 050120 2D 000000 B70000782687
B70000782687

620101 10000.00

LLA :
RN 1711319 A5XP 252 WS030 0 050120 2D 000000 B60000782687

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B60000782687

MOD 15 Funding 1248288.00
Cumulative Funding 8306617.00

MOD 16

420102 300000.00
LLA :
CT 1711507 A2EF 251 WS030 0 050120 2D 000000 A30000865745
A30000865745

420201 138313.00
LLA :
CU 1711507 A2EF 251 WS030 0 050120 2D 000000 A30000865745
A30000865745

420202 45306.00
LLA :
CP 1711804 8D4D 252 WS030 0 050120 2D 000000 A00000865745
A00000865745

420302 60000.00
LLA :
CQ 1711804 8D4D 251 WS030 0 050120 2D 000000 A40000865745
A40000865745

620102 10000.00
LLA :
CR 1711804 8D4D 252 WS030 0 050120 2D 000000 A00000865745
A00000865745

620201 12121.00
LLA :
CS 1711804 8D3D 252 WS030 0 050120 2D 000000 A20000865745
A20000865745

MOD 16 Funding 565740.00
Cumulative Funding 8872357.00

MOD 17 Funding 0.00
Cumulative Funding 8872357.00

MOD 18 Funding 0.00
Cumulative Funding 8872357.00

MOD 19

420103 345000.00
LLA :
DC 1721507 A2FE 251 WS030 0 050120 2D 000000 A50000865745
A50000865745

420203 195000.00
LLA :
DC 1721507 A2FE 251 WS030 0 050120 2D 000000 A50000865745
A50000865745

420303 195000.00
LLA :
DC 1721507 A2FE 251 WS030 0 050120 2D 000000 A50000865745
A50000865745

620103 5000.00
LLA :
DD 1721507 A2FE 252 WS030 0 050120 2D 000000 A50000865745
A50000865745

620203 5000.00
LLA :

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DD 1721507 A2FE 252 WS030 0 050120 2D 000000 A50000865745
A50000865745

620302 5000.00

LLA :

DD 1721507 A2FE 252 WS030 0 050120 2D 000000 A50000865745
A50000865745

MOD 19 Funding 750000.00
Cumulative Funding 9622357.00

MOD 20

420104 183467.00

LLA :

DP 1711507 A2FE 251 WS030 0 050120 2D 000000 A60000865745
A60000865745

420105 111000.00

LLA :

DE 1721507 A2EF 251 WS030 0 050120 2D 000000 A70000865745
A70000865745

420204 183467.00

LLA :

DP 1711507 A2FE 251 WS030 0 050120 2D 000000 A60000865745
A60000865745

420205 6746.00

LLA :

DF 1721804 8D3D 251 WS030 0 050120 2D 000000 A80000865745
A80000865745

420206 148430.00

LLA :

AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N002412MR43312

420304 183467.00

LLA :

DP 1711507 A2FE 251 WS030 0 050120 2D 000000 A60000865745
A60000865745

420305 10000.00

LLA :

DG 1721804 8D4D 251 WS030 0 050120 2D 000000 A90000865745
A90000865745

420501 322412.00

LLA :

AS 1701507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000
Standard Number: N0002412MR43312

620206 5000.00

LLA :

AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000

620501 5000.00

LLA :

AT 1701507 A2FE 252 SA SWS 0 068342 2D 000000 FE831 000 0000

MOD 20 Funding 1158989.00
Cumulative Funding 10781346.00

MOD 21 Funding 0.00
Cumulative Funding 10781346.00

MOD 22 Funding 0.00
Cumulative Funding 10781346.00

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MOD 23

420106 N00024-12-FR-43330 21500.00
LLA :
EJ 17 0 1507 A2EF 251 SA SWS 0 068342 2D 000000 EF850 000 0000

420107 1300259606 88890.00
LLA :
DR 1721507 A4E5 251 WS030 0 050120 2D 000000 A00001124489

420108 N00024-12-FR-43330 178682.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

420207 1300259606 192842.00
LLA :
DE 1721507 A2EF 251 WS030 0 050120 2D 000000 A10001124489

420208 1300259606 186484.00
LLA :
DR 1721507 A4E5 251 WS030 0 050120 2D 000000 A00001124489

420306 1300259606 11333.00
LLA :
DS 1721319 A5XP 251 WS030 0 050120 2D 000000 A20001124489

420601 N00024-12-FR-43330 499471.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

430101 N00024-12-FR-43330 413268.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

430102 N00024-12-FR-43330 1520.00
LLA :
AS 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000

430103 1300259606 75000.00
LLA :
DN 9720400 2520 12 BM 25 2 0 4060 38 91C00 255Y 220000 S12109

430104 1300259606 189194.00
LLA :
DS 1721319 A5XP 251 WS030 0 050120 2D 000000 A20001124489

430201 N00024-12-FR-43330 445386.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

430202 1300259606 189193.00
LLA :
DS 1721319 A5XP 251 WS030 0 050120 2D 000000 A20001124489

430301 N00024-12-FR-43330 445386.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

620202 1300259606 2879.00
LLA :
DM 1721507 A2EF 252 WS030 0 050120 2D 000000 A10001124489

620303 1300259606 11000.00
LLA :
DT 1721319 A5XP 252 WS030 0 050120 2D 000000 A20001124489

630101 N00024-12-FR-43330 5000.00
LLA :
AR 17 0 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE830 000 0000

630201 N00024-12-FR-43330 5000.00
LLA :

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AR 17 0 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE830 000 0000

630301 N00024-12-FR-43330 5000.00

LLA :

AR 17 0 1507 A2FE 252 SA SWS 0 068342 2D 000000 FE830 000 0000

MOD 23 Funding 2967028.00

Cumulative Funding 13748374.00

MOD 24

430105 1300265380 23159.00

LLA :

DU 1721804 8D4D 251 WS030 0 050120 2D 000000 A00001164885

430203 1300265380 31293.00

LLA :

DV 1721804 8D3D 251 WS030 0 050120 2D 000000 A10001164885

MOD 24 Funding 54452.00

Cumulative Funding 13802826.00

MOD 25

420401 1300281957 27812.00

LLA :

DW 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001274986
A00001274986

420402 1300281957 21900.00

LLA :

DW 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001274986

420403 1300277941 50000.00

LLA :

DX 97-11X8242 2862 000 74622 0 065916 2D PJA544 127880310FPE
127880310FPE

420404 1300277941 80000.00

LLA :

DY 97-11X8242 2862 000 74622 0 065916 2D PJA144 111180030ARH
111180030ARH

420405 1300277941 165000.00

LLA :

DZ 97-11X8242 2884 000 74842 0 065916 2D PATE44 135580030LCY
135580030LCY

420406 1300277941 20000.00

LLA :

EA 97-11X8242 2886 000 74862 0 065916 2D PCN044 202660630FCJ
202660630FCJ

420407 1300277941 1500.00

LLA :

EB 97-11X8242 2831 000 74312 0 065916 2D PEGC4N 202480020GFC
202480020GFC

420408 1300277941 1700.00

LLA :

EC 97-11X8242 2808 000 74082 0 065916 2D PFRF44 201980030GVZ
201980030GVZ

MOD 25 Funding 367912.00

Cumulative Funding 14170738.00

MOD 26

430106 1300278267 340000.00

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LLA :
ED 1711319 A5FH 251 WS030 0 050120 2D 000000 A00001251653
A00001251653

430204 1300288870 60000.00
LLA :
EF 1721804 8D4D 251 WS030 0 050120 2D 000000 A00001309951
A00001309951

630102 1300278267 2000.00
LLA :
EE 1711319 A5FH 252 WS030 0 050120 2D 000000 A00001251653
1300278267

630202 1300288870 3700.00
LLA :
EG 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001309951
A00001309951

MOD 26 Funding 405700.00
Cumulative Funding 14576438.00

MOD 27

430107 1300294472 365159.44
LLA :
EH 1711319 A5FH 251 WS030 0 050120 2D 000000 A00001331673

430501 1300298344 137532.94
LLA :
EK 1721804 8D4D 251 WS030 0 050120 2D 000000 A00001352865

430601 N0002412FR43356 185504.00
LLA :
AQ 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE830 000 0000

430602 N0002412FR43356 426030.00
LLA :
AS 17 0 1507 A2FE 251 SA SWS 0 068342 2D 000000 FE831 000 0000

620401 1300298344 15000.00
LLA :
EL 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001352865

630103 1300298344 9250.00
LLA :
EM 1721804 8D3D 252 WS030 0 050120 2D 000000 A10001352865

630203 1300298344 7550.00
LLA :
EN 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001352865

630302 1300298344 25000.00
LLA :
EP 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001352865

630401 1300298344 15000.00
LLA :
EQ 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001352865

630501 1300298344 1650.00
LLA :
ER 1721804 8D3D 252 WS030 0 050120 2D 000000 A10001352865

630502 1300298344 3350.00
LLA :
ES 1721804 8D4D 252 WS030 0 050120 2D 000000 A00001352865

MOD 27 Funding 1191026.38
Cumulative Funding 15767464.38

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MOD 28

430108 1300225243 874058.00
 LLA :
 DC 1721507 A2FE 251 WS030 0 050120 2D 000000 A50000865745

430109 1300259606 100000.00
 LLA :
 DN 9720400 2520 12 BM 25 2 0 4060 38 91C00 255Y 220000 S12109

430110 1300306512 50000.00
 LLA :
 EU 9720400 2520 12 BM 25 2 0 4060 38 91C00 255Y 220000 S12109

MOD 28 Funding 1024058.00
 Cumulative Funding 16791522.38

MOD 29

410403 1300210081 (31000.00)
 LLA :
 CH 1711507 A2FK 251 WS030 0 050120 2D 000000 B70000782687

610405 1300310635 31000.00
 LLA :
 RP 1711507 A2FK 251 WS030 0 050120 2D 000000 A00001454585

MOD 29 Funding 0.00
 Cumulative Funding 16791522.38

MOD 30 Funding 0.00
 Cumulative Funding 16791522.38

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (*Applicable to CLINs 1001, 1002, 1003, 1004, 1005, 1006 and 3001, 3002, 3003, 3004, 3005 Option CLINs (if exercised) 4001, 4002, 4003, 4004, 4005, and 6001, 6002, 6003, 6004, 6005 and Award Term CLINs (if awarded) 4101, 4102, 4103, 4104, 4105, 4201, 4202, 4203, 4204, 4205, 4301, 4302, 4303, 4304, 4305, and 6101, 6102, 6103, 6104, 6105, 6201, 6202, 6203, 6204, 6205, 6301, 6302, 6303, 6304, 6305*)

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4301	2,282,965.66	148,392.78	0.00	2,431,358.44	15,742.00	05/01/2012 - 05/02/2013

(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 task order 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) CLIN/SLINs 1001, 1002, 1003, 1004, 1005, 1006, 3001, 3002, 3003, 3004, 3005, 4001, 4002, 4003, 4004, 4005, 4006, 4101, 4102, 4103, 4104, 4105, 4106, 4201, 4202, 4203, 4204, 4205, 4206, 4302, 4303, 4305, 4306, 6001, 6002, 6003, 6004, 6005, 6101, 6102, 6103, 6104, 6105, 6201, 6202, 6203, 6204, 6205, 6301, 6302, 6303, 6304, 6305 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.

NAUSEA 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 **225,000** 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 **0** man-hours are

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uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **TBD** 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)

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Required LOE

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

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increase in the estimated cost or fee is required.

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 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

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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

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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.

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.

(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.

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.

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(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.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

Note: The North American Industry Classification System (NAICS) code applicable to the requirements contained within subject solicitation is 541330. Therefore, companies proposing as a subcontractor under this Solicitation No. as a small business concern must have had an average annual receipt over their three previous fiscal years that was less than \$23,000,000.

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the of this contract does not exceed \$25,000.00 a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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52.219-14 Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

This is a cost reimbursement Task Order.

FAR 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 delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

- 4001 No later than 12 months after the Task Order Award date
- 4002 No later than 12 months after the Task Order Award date
- 4003 No later than 12 months after the Task Order Award date
- 4004 No later than 12 months after the Task Order Award date
- 4005 No later than 12 months after the Task Order Award date

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- 4101 No later than 24 months after the Task Order Award date
- 4102 No later than 24 months after the Task Order Award date
- 4103 No later than 24 months after the Task Order Award date
- 4104 No later than 24 months after the Task Order Award date
- 4105 No later than 24 months after the Task Order Award date
- 4201 No later than 36 months after the Task Order Award date
- 4202 No later than 36 months after the Task Order Award date
- 4203 No later than 36 months after the Task Order Award date
- 4204 No later than 36 months after the Task Order Award date
- 4205 No later than 36 months after the Task Order Award date
- 4301 No later than 48 months after the Task Order Award date
- 4302 No later than 48 months after the Task Order Award date
- 4303 No later than 48 months after the Task Order Award date
- 4304 No later than 48 months after the Task Order Award date
- 4305 No later than 48 months after the Task Order Award date
- 6001 No later than 12 months after the Task Order Award date
- 6002 No later than 12 months after the Task Order Award date
- 6003 No later than 12 months after the Task Order Award date
- 6004 No later than 12 months after the Task Order Award date
- 6005 No later than 12 months after the Task Order Award date
- 6101 No later than 36 months after the Task Order Award date
- 6102 No later than 36 months after the Task Order Award date
- 6103 No later than 36 months after the Task Order Award date
- 6104 No later than 36 months after the Task Order Award date
- 6105 No later than 36 months after the Task Order Award date
- 6201 No later than 48 months after the Task Order Award date
- 6202 No later than 48 months after the Task Order Award date
- 6203 No later than 48 months after the Task Order Award date
- 6204 No later than 48 months after the Task Order Award date
- 6205 No later than 48 months after the Task Order Award date
- 6301 No later than 48 months after the Task Order Award date
- 6302 No later than 48 months after the Task Order Award date
- 6303 No later than 48 months after the Task Order Award date
- 6304 No later than 48 months after the Task Order Award date
- 6305 No later than 48 months after the Task Order Award date

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

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(a) *Definitions.* As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Required reporting of performance of work by the Contractor or a subcontractor.* The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for

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the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart [231.2](#) of the Defense FAR Supplement.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

ALTERNATE I (MAY 2008). As prescribed in [215.408\(4\)\(ii\)](#), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Financial Accounting Data Sheet - Award - \$930,000

Attachment 2 - DD254

Attachment 3 - Financial Accounting Data Sheet - Modification 02 - \$1,246,135

Attachment 4 - Financial Accounting Data Sheet - Modification 02 - \$314,477

Attachment 5 - Financial Accounting Data Sheet - Modification 04

Attachment 6 - Financial Accounting Data Sheet - Modification 06

Attachment 7: Financial Accounting Data Sheet - Modification 07

Attachment 8: Financial Accounting Data Sheet - Modification 08

Attachment 9: Financial Accounting Data Sheet - Modification 09

Attachment 10: Financial Accounting Data Sheet - Modification 10

Attachment 11: Financial Accounting Data Sheet for Modification 11

Attachment 12: Financial Accounting Data Sheet for Modification 13 - \$468,020

Attachment 13: Financial Accounting Data Sheet for Modification 14

Attachment 14: Financial Accounting Data Sheet for Modification 20

Attachment 15 – Financial Accounting Data Sheet for Modification 27

Attachment 16 – ME5A for Modification 27