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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. 20 | 3. EFFECTIVE DATE 19-Dec-2008 | 4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-55392 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 mary.faverio@navy.mil 401-832-6774 | CODE N66604 | 7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234 | CODE S0701A |

| | | |
|---|----------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rite-Solutions, Inc. 110 West Broad St. Pawcatuck CT 06379-1060 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| [X] | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4115-N410 |
| | | 10B. DATED (SEE ITEM 13) 01-Oct-2006 |
| CAGE CODE 1PSA3 | FACILITY CODE 125370176 | |

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.

| | |
|---|--|
| <input type="checkbox"/> | 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"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) FAR 52.217-8 "Option to Extend Services (NOV 1999)", FAR 52.232-22 'Limitation of Funds (APR 1984)', |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |

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GENERAL INFORMATION

Distribution: KR, 0221, NNFE/T.Weber, 119CLO/A.Brothers, (DFAS – HQ0337)

FSC: R414

Contract ID Code: "U"

NUWCDIVNPT Control Number: 090952

NUWCDIVNPT Requisition Number(s): N66604-8329-5581, N66604-8329-5585 and N66604-8329-5595

NUWCDIVNPT POC: Mary Faverio (See Block 5 of the Task Order cover page for e-mail address and telephone number.)

Mod 20: The purpose of this modification is to:

1. Reterm CLINs 4600/6600 (FMS) as 1600/3600 (FMS) due to start date falls before 4/5/2009
2. Revise Clauses B30S and B42S to reflect reterm on CLINs for Option 4 FMS
3. Revise Clause F1S to reflect reterm on CLINs for Option 4 FMS
4. Exercise Option 4 (CLINs 1600/3600) (EFFECTIVE DECEMBER 19, 2008) (PERIOD OF PERFORMANCE 12/19/2008 THROUGH 6/30/2009)
5. Revise Clause F1S Period of Performance for Option 4
6. Add funding

Authority: FAR 52.217-8 "Option to Extend Services (NOV 1999)", FAR 52.232-22 "Limitation of Funds (APR 1984)", FAR 43.103(a) "Administrative"

Modification Type: Bilateral

SECTION B -

1. Revise Clauses B30S and B42S to reflect reterm on CLINs for Option 4 FMS
2. Revise Clause F1S to reflect reterm on CLINs for Option 4 FMS
3. Establish new SLINs as follows: 150304, 160001 and 360001

SECTION F - Revise Clause F1S Period of Performance for Option 4

SECTION G – Add Accounting and Appropriation Data. LLAs B3/150304, B4/160001 and B4/36001 are added by this modification.

SECTION H - Revise Clause H31S to reflect increase in funds.

The total funding for the task order is increased from \$672,250.00 by \$39,000.00 to \$711,250.00.

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COVER PAGE - As a result of this option exercise, the task order value is increased from \$880,306.00 by \$55,288 to \$935,594.00.

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Engineering,
technical and
logistics
services in
support of NUWC
Command and
Control Product
Area Director
(C&C PAD)

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF |
|--------|-------------------------|----------------|-----------|--------------|
| 1501 | Base Period (WCF) | | | \$238,650.00 |
| 150101 | funding A1 (WCF) | | | |
| 150102 | funding A2 (WCF) | | | |
| 150103 | funding A3 (WCF) | | | |
| 150104 | funding A4 (WCF) | | | |
| 150105 | funding A5 (WCF) | | | |
| 150106 | funding A6 (WCF) | | | |
| 150107 | funding A7 (WCF) | | | |
| 150108 | funding A8 (WCF) | | | |
| 1502 | Option 1 (WCF) | | | \$357,112.00 |
| 150201 | funding A4 (WCF) | | | |
| 150202 | funding A2 (WCF) | | | |
| 150203 | funding A5 (WCF) | | | |
| 150204 | funding A3 (WCF) | | | |
| 150205 | funding A9 (WCF) | | | |
| 150206 | A2 \$18,000.00 (WCF) | | | |
| 150207 | A4 \$55,000.00 (WCF) | | | |
| 150208 | B1 \$40,000.00 (WCF) | | | |
| 1503 | Option 2 (WCF) | | | \$261,386.00 |
| 150301 | A3 \$46,000.00 (WCF) | | | |

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150302 B2 \$18,500.00
(WCF)

150303 A9 \$50,000.00
(WCF)

150304 B3 \$14,000.00
(WCF)

1600 Option 4 (FMS) \$34,190.00
Labor
(FMS Case #XX-X-X
XX)

160001 B4 \$17,000.00
(FMS Case #TW-P-G
NO)

For ODC Items:

| Item | Supplies/Services | Qty | Unit Est. Cost |
|--------|---|-----|----------------|
| 3000 | Prime and Subcontractor Travel and Material with applicable burdens excluding fee | | \$0.00 |
| 3501 | Base (WCF) | | |
| 350101 | funding A3 (WCF) | | |
| 350102 | funding A8 (WCF) | | |
| 3502 | Option 1 (WCF) | | |
| 350201 | funding A2 (WCF) | | |
| 350202 | funding A3 (WCF) | | |
| 350203 | A2 \$2,000.00 (WCF) | | |
| 3503 | Option 2 (WCF) | | |
| 350301 | A3 \$1,500.00 (WCF) | | |
| 350302 | B2 \$1,500.00 (WCF) | | |
| 3600 | Option 4 (FMS) ODCs (FMS Case #XX-X-X XX) | | |
| 360001 | B4 \$8,000.00 (FMS Case #TW-P-G) | | |

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NO)

For Cost Type Items:

4000 Engineering,
technical and
logistics
services in
support of NUWC
Command and
Control Product
Area Director
(C&C PAD)

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF |
|------|--|----------------|-----------|--------------|
| 4500 | Option 3 (WCF) Option | | | \$251,586.00 |
| 4501 | Option 4 (WCF) Option | | | \$520,000.00 |
| 4502 | Option 5 (WCF) Option | | | \$0.00 |
| 4601 | Option 5 (FMS) (FMS Case #XX-X-X XX) Option | | | \$120,632.00 |
| 4602 | Option 6 (FMS) (FMS Case #XX-X-X XX) Option | | | \$83,991.00 |

For ODC Items:

| Item | Supplies/Services Qty | Unit Est. Cost |
|------|---|----------------|
| 6000 | Prime and Subcontractor Travel and Material with applicable burdens excluding fee | \$0.00 |
| 6500 | Option 3 (WCF) Option | |
| 6501 | Option 4 (WCF) Option | |
| 6502 | Option 5 (WCF) Option | |
| 6601 | Option 5 (FMS) | |

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(FMS Case #XX-X-X
XX)
Option

6602 Option 6 (FMS)
(FMS Case #XX-X-X
XX)
Option

B30S LEVEL OF EFFORT - TERM (NOV 2005)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows in the 2 tables provided: (Table 1 provides a level of effort broken down by CLIN and Table 2 provides a level of effort broken down by key and non-key personnel).

TABLE 1

| SLIN | Funding | Base or Option # | Hours Contractor Site | Hours Government Site |
|-------|---------|------------------|-----------------------|-----------------------|
| 1501 | NWCF | Base | 4,088 | 0 |
| 1502 | NWCF | Option 1 | 6,062 | 0 |
| 1503 | NWCF | Option 2 | 4,424 | 0 |
| 4500 | NWCF | Option 3 | 4,192 | 0 |
| 4501 | NWCF | Option 4 | 8,531 | 0 |
| 4502 | NWCF | Option 5 | 0 | 0 |
| 1600 | FMS | Option 4 | 583 | 0 |
| 4601* | FMS | Option 5 | 2,000 | 0 |
| 4602* | FMS | Option 6 | 1,417 | 0 |
| Total | | | 31,297 | |

*New FMS CLINs 4600, 4601 and 4602 were added via modification N00178-04-D-4115 N410-19.

The below Table 2 (Level of Effort broken down by key and non-key personnel) reflects the cumulative hours stated in the original solicitation N00024-06-R-3408. Six Task Orders have been issued against Solicitation N00024-06-R-3408: N00178-04-D-4115-N406, N407, N408, N409, N410 and N411. Reference Table 1 (Level of Effort broken down by CLIN) for the resulting cumulative hours broken down by Task Order.

TABLE 2

| Labor Category | Ecraft Code | Man Hours Contractor Site | Man Hours Government Site |
|------------------------------|-------------|---------------------------|---------------------------|
| Prog/Proj Mgr III* | MANP3 | 5,000 | 0 |
| Systems Engineer IV* | ESY4 | 15,000 | 0 |
| Systems Engineer III* | ESY3 | 15,000 | 0 |
| Systems Engineer II | ESY2 | 15,000 | 0 |
| Mngmt Analyst III | ANM3 | 2,500 | 0 |
| Scientist III | S3 | 7,500 | 0 |
| Ops Analyst III* | ANP3 | 15,000 | 0 |
| Elect/Electrnc Engineer IV* | EE4 | 15,000 | 0 |
| Elect/Electrnc Engineer III* | EE3 | 10,000 | 0 |
| Elect/Electrnc Engineer I | EE1 | 10,000 | 0 |
| Computer Engineer IV | EC4 | 10,000 | 0 |

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| | | | |
|--|-------|---------|---|
| Technician Electrical/Electronic VI | 2908F | 7,000 | 0 |
| Technician Electrical/Electronic IV | 2908D | 7,000 | 0 |
| Logistician III | LGT3 | 7,500 | 0 |
| Config Management Specialist III | SCM3 | 7,500 | 0 |
| Training Specialist III | ST3 | 5,000 | 0 |
| Graphic Artist | 29150 | 7,500 | 0 |
| Audio/Visual Script Writer | AVSW | 5,000 | 0 |
| Illustrator I | 13041 | 5,000 | 0 |
| Technical Writer | 29480 | 5,000 | 0 |
| Word Processor III | 1613 | 10,000 | 0 |
| *Denotes Key Personnel | | | |
| Labor Categories | | | |
| TOTAL | | 186,500 | 0 |

The term of each CLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

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- (1) The total number of man-hours of direct labor expended;
- (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;
- (3) The Contractor's estimate of the total allowable cost incurred under the task order.
- (4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

| SLIN | Funding | Base or Option # | Exercise No Later Than |
|------------|---------|------------------|------------------------|
| 1502/3502 | NWCF | Option 1 | 12/31/2007 |
| 1503/3503 | NWCF | Option 2 | 12/31/2008 |
| 4500/6500 | NWCF | Option 3 | 7/31/2009 |
| 4501/6501 | NWCF | Option 4 | 12/31/2009 |
| 4502/6502 | NWCF | Option 5 | 12/31/2010 |
| 1600/3600 | FMS | Option 4 | 12/31/2008 |
| 4601/6601* | FMS | Option 5 | 12/31/2009 |
| 4602/6602* | FMS | Option 6 | 12/31/2010 |

*New FMS CLINs 4600/6600, 4601/6601 and 4602/6602 were added via modification N00178-04-D-4115 N410-19.

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR TASK ORDER ENGINEERING, TECHNICAL AND LOGISTICS SERVICES FOR COMMAND AND CONTROL PRODUCT AREA

1.0 INTRODUCTION

UWC Command and Control Product Area Director (C&C PAD) is tasked by COMNAVSEA with broad management, leadership and technical responsibilities in the areas of Undersea Warfare Combat and Control, Sonar, Electronic Warfare, Communications, and Periscopes and Imaging. The C&C PAD, as well as all other PADs, as part of their Senior Leadership responsibilities, are routinely called upon to support resolution of organizational, management and technical matters at both NUWC Divisions, NUWC HQ, and with the NAVSEASYSKOM and related Program Executive Offices. To accomplish these responsibilities services are required to provide High Level System Engineering, Acquisition, Program Management, and System Concept Development.

2.0 SCOPE

The contractor is to perform work tasked by C&C PAD in the areas of Performance Assessment, Concept development, Systems Engineering, Acquisition Program Support, and Program Management for CC PAD developed Products and Services. The Command and Control PAD is the national expert in the functional area of Under Sea Warfare and is responsible for all programs and associated Navy Combat Systems, Sonar and Sensor Systems, Communications Systems, Imaging and Electronic Warfare Systems, and USW systems. These systems, some of which are listed in (a) below, are spread across the full range of the Navy's acquisition development life-cycle, and as such require a full range of support within all phases of the life cycle process (ie, from cradle to grave). Due to maturing technologies and changing Fleet requirements the platforms that these systems are developed for and installed on are in a very dynamic environment. Paragraph (b) below lists many of the platforms associated with the systems that the C&C PAD is responsible for.

Because the Navy, and NUWC in particular are constantly developing new technologies and new applications for existing technologies, the list below is representative of the systems for which support will be required. Follow-on and new development systems may also require support.

(a) CC PAD current systems include:

- SPAWAR Programs such as: Antennas, ECS, EHF SATCOM, ELF, SUBSHIP-WIDE Common Network' Naval integrated tactical environmental system, SATCOM, RFDACS, OE-538
- VIRGINIA PROGRAMS such as: VA Class development, launchers, combat control, AN/BLQ-10, AN/BVS-1, VA class EWS
- IMAGING/EW WARFARE PROGRAMS such as: AN/WLR-8, AN/BRD-7, EW, Periscopes, EW special support, Electro-optics, ES TDA
- TOWED SYSTEMS and SENSORS such as: Transducer Technology, Towed systems, Towed array handling systems
- SUBMARINE SONAR SYSTEMS such as: Submarine ARCI, Sonar advanced development, APB (A), Acoustic augmentation support, Acoustic intercept, Submarine acoustic deployed systems, Acoustic sonar program support, Acoustic Communications, AN/BQQ-5, AN/BSY-1, AN/BSY-2, AEP, AN/WLY-1, ANBQH-7, AN/BQN-17
- COMBAT CONTROL SYSTEMS such as: IDP, TC/WC, ILS and Configuration, APB(T), SWFT/SE&I, ISE, Canadian LINK-11, ASDS, CCS MK (x)
- SQQ-89 SYSTEMS
- TRIDENT CCS SYSTEMS, such as: CCS MK (x), AN/BQQ-5/6, EWS

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- LCS MMM
- TRAINING SYSTEMS
- TOMAHAWK WEAPONS CONTROL SYSTEMS
- RAN HMAS COLLINS CLASS COMBAT CONTROL
- SEAWOLF CLASS ACOUSTIC AND COMBAT CONTROL
- TAIWAN DIESEL SUBMARINE
- WARFARE SYSTEMS ENGINEERING

(b) CC PAD current platforms include:

- US Submarines, such as: SSN 688 and variants (700, 719, 725, 751), Trident SSBN, Trident SSGN, SSN 21/22, SSN 23, Virginia Class and variants
- US USW platforms such as DD(X), LCS, and other designated combatants
- US Special purpose vehicles, such as ASDS and NR-1,
- FMS platforms such as Collins Class, Taiwan Diesel submarines, and transferred US platforms via the FMS program
- Land based facilities, such as trainers, simulators, and test facilities

3.0 APPLICABLE DOD/MIL STANDARD SPECIFICATIONS DOCUMENTS

Standards and specifications that are applicable to the work to be performed under this task order are listed below. The latest or revised DOD/WL standards or specifications apply.

DOD STD 2167A Defense System Software Development

MIL STD 470B Maintainability Program for Systems and Equipment

MIL-STD-490A Specification Practices

ML STD 785B Reliability Program for Systems and Equipment Development and Production

MIL-STD 831 Test Reports, Preparation of

MIL-STD-1806 Marking Technical Data prepared by or for the Department of Defense

MIL M 15071H Manual, Technical: Equipments and Systems Content, Requirements For

MIL~T 31000 Technical Data Packages, General Specification For

NAVSEAINST 4720.14 Temporary Alterations to Active Fleet Submarines

MIL-S-973 Configuration Management

MIL STD 100E Engineering Drawing Practices

ANSI Z39.18 Information Sciences Scientific and Technical Reports

Organization, Preparation, and Production

DoD Directive 5000.1 of 23 February 1991, Defense Acquisition Management Documentation and Reports

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DoD Manual 5000.2M of February 1991, Defense Acquisition Management Documentation and Reports

IEEE/EIA 12207 Information Technology Software Life Cycle Processes

MIL-STD-1379D Notice 1, 26 September 1996 Military Training Programs

MIL-STD-1388-2B DOD Requirements For a Logistics Support Analysis Record

MIL-STD-1399 Interface Standard for Shipboard Systems, Section 300A, Electric Power, Alternating Current

MIL-HDBK-2036 Electronic Equipment Specifications, Preparation of

DOD-HDBK-292-1 Military Handbook Training Materials Development Pt 1 of 2

SL720-AA-MAN-010/

SL720-AA-MAN-020

REV 1 Fleet Modernization Program Management and Operations Manual

NAVSEA SW282-B4-

GTP-010 Combat Control System Mk 1 Mod 0 General Information Manual

NAVSEA 0967-LP-

011-0210 Submarine Software Program Trouble Report Procedures / Instructions

NAVSEA 0967-LP-027-4190 (Vol. 5, Pts 1 &2)

Quarterly Updates Combat System Evolution Plan - Modernization Programs Installation and Logistics Summaries

NAVSEA PMS4253-

CMP-001 PMS 4253 Configuration Management Plan for Combat Control Systems

EIA-649 1 February 1999 National Consensus Standard for Configuration Management

PMS 425 - CAP-005 Configuration Audit Plan Procedures

3.1 GOVERNMENT FURNISHED INFORMATION (GFI)

Government furnished information (GFI) which is applicable to the work to be performed under this task order are listed below. GFI will be provided as it applies to the platforms and systems identified in 2.0a and 2.0b above.

1. performance characteristics and capabilities such as armament, speed, radiated noise, target strength, and sonar capabilities
2. platform/combat system documentation
3. acoustic models
4. environmental data and other tactical factors
5. current and anticipated fleet requirements/needs
6. performance models
7. threat platform and weapon performance

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8. open ocean, littoral waters, restricted navigation routes or arctic waters environmental conditions and operational missions
9. new combat and communication system concepts and developments
10. planning and specification, documents and/or drawings which relate to the development of equipment and sensors
11. defined tactical, environmental or operational scenarios
12. CCPAD and Fleet exercises – schedule
13. CCPAD and Fleet exercise test objectives
14. program objectives defined by the NAVSEA program manager
15. NUWC specified software and hardware simulation models
16. Program Planning Documentation, Technology Base Schedules and Submarine Configuration Planning Data
17. best engineering practice coding standards, software processes, and the applicable system and software design documents such as white papers, Performance Specifications, Technical Reports, ECPs, Software Requirements Specifications (SRSs), Software Design Documents (SDDs), and interface requirements documentation and specifications
18. software and related documentation
19. program objectives as defined by Objective Specification Reports and Memoranda
20. organizational, program management, and technical plans
21. internally held and externally held Program Reviews schedule

4.0 REQUIREMENTS

This Task Order shall be a Non-performance Based Level Of Effort (LOE) type SEAPORTE Order. As a specific need is identified, a Technical Instruction (TI) shall be issued to initiate work. TIs will identify the specific requirement, within the scope of this SOW, including the specific system or platform, work to be performed, and delivery requirements. No cost will be incurred without an approved TI. Approval of TI's will be the responsibility of the Task Order Manager (TOM).

4.1 Performance Assessment (FMS)

4.1.1 For specified U.S. platforms referenced in 2.0 (b) and combat systems referenced in 2.0 (a), the contractor shall collect, review and analyze performance characteristics and capabilities such as armament, speed, radiated noise, target strength, and sonar capabilities (GFI). This analysis is to summarize, and compare the GFI so that estimates of system capabilities and specific platform characteristic needs can be developed. Generally accepted statistical techniques and variables such as mean, standard deviation, variance, analysis of variance and regression analysis of variance are to be employed. GFI platform/combat system documentation shall be used as guidance to perform these tasks.

4.1.2 The Contractor shall devise and/or employ acoustic models (GFI) in order to analyze and identify technology shortfalls or platform/system performance shortfalls. The Contractor shall assess environmental data and other tactical factors (provided as GFI) necessary to enable effective use of sonar, weapons, weapons delivery systems, combat systems, communication systems, and systems required to execute undersea warfare throughout the defined theaters of war.

4.1.3 The contractor shall perform studies and analyses of organizational, program management, and technical plans (GFI). The contractor shall participate in the development of approaches to technical, management and senior leadership matters. The contractor shall participate in reviews, studies and analyses of organizational, programmatic and technical issues at PAD, NUWC DIVNPT, NUWC HQ, and

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NAVSEA and associated PEO levels in accordance with Department schedules. The contractor shall provide related studies and reports documenting approaches and alternatives. The contractor shall develop briefing materials in accordance with Department schedules for use internal and external to NUWC. The briefing material is to detail program and execution status relative to milestones or other key program deliverables.

4.2 Concept of Operations (NWCF and FMS)

4.2.1 The contractor shall develop advanced system concepts, and concepts of operation (CONOPS) for combat, sensor, and communications systems identified in section 2.0(a) in order to address current and anticipated fleet requirements (GFI).

4.2.2 Utilizing advanced systems concepts and CONOPS (GFI), the contractor shall develop detailed scenarios, evaluation criteria, and exercise instructions to fully analyze impacts of the new system/systems on the Warfighters capabilities.

4.2.3 The Contractor shall devise and/or employ performance models (GFI) in order to analyze and identify technology shortfalls or platform/system performance shortfalls for platforms/systems referenced in section 2.0.

4.2.3 The Contractor shall specifically relate threat platform and weapon performance (GFI) to the open ocean, littoral waters, restricted navigation routes or arctic waters environmental conditions and other operational missions (GFI).

4.2.5 The Contractor shall evaluate new combat and communication system concepts and developments (GFI) for conceptual platforms such as the Next Generation Submarine, LCS, and others.

4.2.6 The Contractor shall conduct operational analysis of existing and newly developed combat systems and associated equipment (see section 2.0) in order to determine operational utility under various environmental conditions such as, but not limited to open ocean, littoral waters, restricted navigation routes or arctic waters.

4.3 Systems Engineering Support. (FMS)

4.3.1 Using the data collected in tasks 4.1 and 4.2 or by application of the principles and practice of best practice total systems engineering disciplines (as prescribed by engineering curriculum across the Nation), the contractor shall perform services for developing engineering requirements for systems in order to meet the current and future needs of the fleet. These studies may include analyses of existing or conceptual systems or platforms.

4.3.2 The Contractor shall perform program and warfare system level engineering analyses, and detailed technical and programmatic reviews of systems under development/acquisition, such as those referenced in section 2.0. The Contractor shall review GFI planning and specification, documents and/or drawings that relate to the development of equipment and sensors such as those listed in section 2.0. The Contractor shall perform as leader and/or member of Independent Review Teams, Blue Ribbon Panels, Red Teams etc., to provide PAD and NUWC senior management with independent assessment of the associated programs, referenced in section 2.0.

4.3.3 The Contractor shall conduct warfare system engineering evaluation, evaluating programmatic risk, schedule risk, and technical impact of individual subsystem issues on those systems and subsystems referenced in Section 2.0 Utilizing the above evaluation, the Contractor shall provide recommendations to the Customer Advocate/PAD on actions to take, and provide recommendations on dissemination of information. The Contractor shall provide system engineering and operational evaluation support in the development of management plans and operating procedures. The Contractor shall perform risk assessments and coast performance trade-off analyses for selected engineering options or issues based on schedule, technology and affordability factors. The Contractor shall identify potential options and preferred approaches to solutions.

4.4 Acquisition Program Support.(NWCF)

4.4.1 The contractor shall provide engineering and management services to support development of Mater Plans, technology roadmaps, program strategies, program plans, schedules, budgets and formal documentation required to execute major Defense Acquisition Programs.

4.4.2 The contractor shall develop and perform performance and design verification tests for newly developed software and/or hardware. The Contractor is to identify factors that cause schedule, cost, or performance impacts. Critical path analyses, failure analysis, inter program impact reports and alternative approach solutions. This task

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shall be performed in accordance with applicable documents (DOD 5000.1, and 5000.2).

4.5 Fleet Introduction/Test/Logistics (FMS)

4.5.1 The contractor shall perform services in order to ensure the successful introduction of USW systems (section 2.0) into the fleet for testing.

4.5.2 The contractor shall perform services in order to ensure the successful introduction of USW systems in the fleet for mission use.

4.5.3 The contractor shall develop detailed data collection and analysis plans for Fleet exercises (GFI) in order to support at sea collection and post exercise analysis. These plans shall be designed to verify that the data required by the test objectives (GFI) is recorded and analyzed and fully supports program objectives as defined by Objective Specification Reports and Memoranda (GFI). Exercises may include SHAREMs, MIREMs, ASWEX, KEYNOTE, KERNEL POTLATCH, RIMPAC, ICEX, joint and local TYCOM exercises.

4.5.4 The contractor shall develop test plans and procedures to be used to evaluate Government owned systems configurations/architectures for systems noted in section 2.0 using NUWC specified software and hardware simulation models (GFI).

4.5.5 The contractor shall perform ship-based and land-based training and evaluation for systems listed in section 2.0. Training methods may include, computer based training, web based training, and other distance learning mediums.

5.0 Progress Reports

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract clause C16 COST AND PERFORMANCE REPORTING (OCT 2000). (CDRL A005)

6.0 Location

This work shall be performed at the contractor's facilities, government facilities in Newport, RI or at sites/locations as directed by the Task Order Manager (TOM).

7.0 Government Furnished Equipment/Information

Government Furnished Equipment/Information. GFE/GFI will be provided as necessary to execute assigned tasks.

8.0 Period of Performance

The period of performance shall run for 1 year from date of award with 4 additional years as options.

9.0 Security

The level of clearance required to perform the tasks specified herein can be as high as SECRET.

10.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated based upon technical quality, timeliness, responsiveness, and cost. Technical quality will be evaluated against the performance standards and goals defined in specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based upon the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

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(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 591 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

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(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C23S FACILITIES

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport . The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (APR 2006)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. This document is available at https://knowledgegenet.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%

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(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy04.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPO) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

| SLIN | Funding | Base or Option # | Period of Performance |
|------------|---------|------------------|-----------------------|
| 1501/3501 | NWCF | Base | 10/1/06-9/30/07 |
| 1502/3502 | NWCF | Option 1 | 10/1/07-9/30/08 |
| 1503/3503 | NWCF | Option 2 | 10/1/08-4/4/09 |
| 4500/6500 | NWCF | Option 3 | 4/5/09-9/30/09 |
| 4501/6501 | NWCF | Option 4 | 10/1/09-9/30/10 |
| 4502/6502 | NWCF | Option 5 | 10/1/10-8/16/11 |
| 1600/3600 | FMS | Option 4 | 12/19/08-6/30/09 |
| 4601/6601* | FMS | Option 5 | 10/1/09-9/30/10 |
| 4602/6602* | FMS | Option 6 | 10/1/10-8/16/11 |

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Contractor's facility or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

G2S INVOICE INSTRUCTIONS (NAVSEA) (AUG 2007)

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

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

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

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

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

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

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

Issue DODAAC

N66604

Admin DODAAC

S0701A

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| Pay Office DODAAC | HQ0337 |
| Inspector DODAAC | LEAVE BLANK |
| Service Acceptor DODAAC | LEAVE BLANK |
| Service Approver DODAAC | N66604 |
| Ship To DODAAC | LEAVE BLANK |
| DCAA Auditor DODAAC | HAA661 |
| LPO DODAAC | LEAVE BLANK |
| Inspection Location | LEAVE BLANK |
| Acceptance Location | LEAVE BLANK |

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:

traci.weber@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.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, Jerry Palmer at 401-832-1645 or gerald.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil), or for financial questions only barbara.sangeado@navy.mil

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction

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or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Elizabeth Alexander

Telephone: Commercial: 401-832-3230; DSN: 432-3230

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: elizabeth.alexander@navy.mil

d) The Task Order Negotiator is:

Name: Brian O'Donnell

Telephone: Commercial: 401-832-4937; DSN: 432-4937

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: brian.ODonnell@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

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(2) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Traci Weber

Code: CC2

Mailing Address: Naval Undersea Warfare Center Division, 1176 Howell Street,

Building 1320, Rm. 415, Newport RI 02841

Email Address: traci.weber@navy.mil

Telephone: (401) 832-3343

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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Accounting Data

| SLINID | PR Number | Amount |
|------------------|-----------|----------|
| 150101 | | 81000.00 |
| LLA : | | |
| A1 | | |
| Standard Number: | | |
| MOD 1 | | |
| 150102 | | 25000.00 |
| LLA : | | |
| A2 | | |
| Standard Number: | | |
| MOD 2 | | |
| 150103 | | 45000.00 |
| LLA : | | |
| A3 | | |
| Standard Number: | | |
| 350101 | | 2000.00 |
| LLA : | | |
| A3 | | |
| Standard Number: | | |
| MOD 5 | | |
| 150104 | | 25000.00 |
| LLA : | | |
| A4 | | |
| Standard Number: | | |
| MOD 6 | | |
| 150104 | | 21000.00 |
| LLA : | | |
| A4 | | |
| Standard Number: | | |
| MOD 7 | | |
| 150105 | | 12000.00 |
| LLA : | | |
| A5 | | |
| Standard Number: | | |
| 150106 | | 18750.00 |
| LLA : | | |
| A6 | | |
| Standard Number: | | |
| MOD 9 | | |
| 150107 | | 9000.00 |
| LLA : | | |
| A7 | | |
| Standard Number: | | |
| 150108 | | 5000.00 |
| LLA : | | |
| A8 | | |
| Standard Number: | | |
| 150201 | | 50000.00 |
| LLA : | | |
| A4 | | |
| Standard Number: | | |

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MOD 10

150108 (3100.00)

LLA :

A8

Standard Number:

350102 3100.00

LLA :

A8

Standard Number:

MOD 12

150202 23000.00

LLA :

A2 9

Standard Number:

150203 23000.00

LLA :

A5

Standard Number:

150204 47000.00

LLA :

A3

Standard Number:

350201 2000.00

LLA :

A2

Standard Number:

350202 1000.00

LLA :

A3

Standard Number:

MOD 13

150205 50000.00

LLA :

A9

Standard Number:

MOD 14

150206 18000.00

LLA :

A2 9

Standard Number:

350203 2000.00

LLA :

A2

Standard Number:

MOD 15

150207 55000.00

LLA :

A4 9

Standard Number:

MOD 16

150208 40000.00

LLA :

B1

| | | | |
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Standard Number:

MOD 17

150301 46000.00

LLA :

A3

Standard Number:

350301 1500.00

LLA :

A3

Standard Number:

MOD 18

150302 18500.00

LLA :

B2

Standard Number:

150303 50000.00

LLA :

A9

Standard Number:

350302 1500.00

LLA :

B2

Standard Number:

MOD 20

150304 14000.00

LLA :

B3

Standard Number:

160001 17000.00

LLA :

B4

Standard Number:

360001 8000.00

LLA :

B4

Standard Number:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H10S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

(a) In accordance with FAR 9.505-1; whereas this contract provides for systems engineering and technical direction (SETD), the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystems for which the SETD functions are performed hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of three years after the term of this contract.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a certification that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

(a) In accordance with FAR 9.505-3; whereas this contract provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the contract and extends for a period of three years after the term of this contract.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this contract, unless so directed by the Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

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(e) If the contractor is tasked by NUWCDIVNPT to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor may participate without the need for any notification to the Contracting Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor may participate without advance approval but shall notify the Contracting Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor shall not begin work on the IPT task without obtaining authorization from the Contracting Officer of this contract. The contractor shall notify the Contracting Officer of this contract in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this contract. Within 15 days of receiving the notification, the Contracting Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this contract of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the contracting officer.

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this contract.

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under

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this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from \$672,250.00 by \$39,000.00 to \$ 711,250.00. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: September 30, 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2006)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to

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the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

(1) Contract number, task order number and TI number,

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

(i) As required by Clause H.11, CONTRACTOR WEBPAGE, of the basic contract, the contractor shall post TI's electronically on its webpage.

H40S KEY PERSONNEL REQUIREMENTS (SEP 2001)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

(1) The current actual hourly rate, with appropriate burden indicated separately;

(2) A completed PDF in the same detail as the original proposal; and

(3) Any other information requested by the Contracting Officer in order to reach a decision.

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(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (MAY 2006)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H81S TRAVEL COSTS AND RESPONSIBILITIES (MAY 2006)

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

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

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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 SBA's 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.

100% Small Business Set Aside

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (MAR 2005)

(a) The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

WAGE DETERMINATION # REVISION AREA

Wage Determination 05-2467 (Rev.-6) Area: RI, STATEWIDE

(b) The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>. Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? Yes
2. Are any of the employees performing work subject to a CBA? No
3. Are the contract services to be performed listed below as Non-Standard Services? No
4. Were these services previously performed with a Health & Welfare of \$2.56? No

(c) The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List (CDRL) DD1423

Task Order Administration Plan (TAP)

Personnel Qualifications Sheets (PQS) 21 Sheets

Contract Security Classification Specification (DD254) Rev #3