

2. AMENDMENT/MODIFICATION NO. 47	3. EFFECTIVE DATE 29-Jan-2020	4. REQUISITION/PURCHASE REQ. NO. 1300612731	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S0637A

Naval Sea Systems Command (NAVSEA)
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 Sacramento CA 95814-4745

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ROI Defense Associates, LLC 2065 Back nine Trl. Reno NV 89523	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4538-EH01 10B. DATED (SEE ITEM 13) 27-Jan-2011
CAGE CODE 1PWG8 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
<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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

GENERAL INFORMATION

The purposes of this modification to N00178-05-D-4538-EH0-47-is to:

1. Transfer ceiling from CLIN 7601 to CLINs 7901;
2. Provide funding for CLIN 7901;
3. Update Section F, Deliveries or Performance;
4. Update Section G, Accounting Data;
5. Update Section H, Allotment of Funds Clause;

Accordingly, said Task Order is hereby modified as follows:

1. Under Section B – Supplies or Services, transfer ceiling CLIN 7601 to CLIN 7901 as follows:

From:

	<u>CLIN</u>	<u>Hours</u>	<u>Est. Target Cost</u>	<u>Target Fee</u>	<u>CPIF</u>
Transfer	7601				
Ceiling	From	3,881	\$718,439.62	\$25,145.48	\$743,585.10
	By	(52)	(\$ 9,139.00)	(\$ 320.00)	(\$ 9,459.00)
	To	3,829	\$709,300.62	\$24,825.48	\$734,126.10

To:

	<u>CLIN</u>	<u>Hours</u>	<u>Est. Target Cost</u>	<u>Target Fee</u>	<u>CPIF</u>
	7901				
Ceiling	From	0	0	0	0
	By	52	\$9,139.00	\$320.00	\$9,459.00
	To	52	\$9,139.00	\$320.00	\$9,459.00

2. Under Section B – Supplies or Services incrementally fund the following SLINs 790101 as follows:

CLIN	Qty (Hrs)	Target Cost (Hrs*TF)	Target Fee (Hrs*Rate)	Total	Rate
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7901	52	\$9,139.00	\$ 320.00	\$9,459.00	\$183.47
SLINs					
790101	52	\$9,139.00	\$ 320.00	\$9,459.00	
Remaining	0	0	0	0	

3. Under Section F – Deliveries or Performance is hereby updated as follows:

CLINs	Period of Performane
7901	1/27/2020 -7/31/2020

4. Under Section G – Accounting Data is hereby updated as follows:

MOD 47

790101 130061273100013 9459.00

LLA :

BM 1791611 8560 251 SH500 0 050120 2D 000000 A30003746426

MOD 47 Funding 9459.00

5. Under Section H – Special Contract Requirements, update Allotment of Funds Clause 5252.232-9104 as follows:

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)*(Applicable to CLINs 4001 and 6001 Option CLINs (if exercised) 4003, 4005, 4009, 4101, 4103, 4105, 4201, 4203, 4205, 4301, 4303, 4305, 4401, 4403, 4405, 6003, 6005, 6101, 6103, 6105, 6201, 6203, 6205, 6301, 6303, 6305, 6401, 6403, 6405, 7501, 7503, 7505, 7507, 7509, 7601, 7603, 9501, 9601)*

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

CPIFF/CPIF/ODC

ITEM ALLOTTED TO COST ALLOTTED TO FEE EST. POP THROUGH

4001	742,431.89	25,985.11
4005	54,184.09	815.91
4103	85,185.36	803.64
4105	586,138.67	8,841.33
4205	427,512.76	6,474.24
4303	426,448.72	4,551.28
4305	679,631.86	10,301.14

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4403	791,549.55	8,450.45
4405	215,098.03	3,262.97
6001	1,067,217.00	0.00
6201	424,864.00	0.00
6401	1,538,532.00	0.00
7601	633,027.05	22,155.95
7603	579,710.15	20,289.85
9501	2,003,000.00	0.00
9601	3,161,000.00	0.00

CPAF

ITEM EST. COST BASE FEE AWARD FEE EST. POP THROUGH

4109	0.00	0.00	3,495.00
4309	0.00	0.00	6,856.00
4407	0.00	0.00	33,807.00
4409	0.00	0.00	3,603.00
7607	0.00	0.00	34,816.00

**Note that the amount allotted to fee is equal to the Target Fee specified in Section B for CPIF Items and is equal to the Fixed Fee specified in Section B for CPFF Items.*

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

(c) CLINs/SLINs 4101, 4201, 4203, 4301, 4401, 6101, 6301, 7501, 7503, 7701, 7703, 7801, 7803, 7901, 9701, 9801 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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 \$22,621,178.00 by \$9,459.00 to \$22,630,637.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
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790101	SCN	0.00	9,459.00	9,459.00
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The total value of the order is hereby increased from \$30,349,272.79 by \$0.00 to \$30,349,272.79.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7601	743,585.10	(9,459.00)	734,126.10
7901	0.00	9,459.00	9,459.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7901		1/27/2020 - 7/31/2020

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R499	Base Year: DDG 1000 Support (Tasks 4 and 5) (Fund Type - TBD)	4160.0	LH	\$743,116.00	\$26,009.00	\$769,125.00
400101	R499	Base Year: DDG 1000 Class Support (RDT&E)					
400102	R499	Base Year: DDG 1000 Support (Task 4 and 5) (RDT&E)					
400103	R499	Base Year: DDG 1000 Support (Tasks 4 and 5) (RDT&E)					
400104	R499	Base Year: DDG 1000 Support (Tasks 4 and 5) (RDT&E)					
4003	R499	Base Year: DDG 1000 Special Studies Option (Tasks 4 & 5) (NOTE A) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4005	R499	Base Year: DDG 1000 Support Surge (Tasks 4 and 5) (NOTE C) (Fund Type - TBD)	12480.0	LH	\$816,679.00	\$12,296.00	\$828,975.00
400501	R499	DDG 1000 Class Support (Task 4) (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4007	R499	Base Year - Award Fee related to Year 1 CLIN 4001 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$47,495.00	\$47,495.00
4009	R499	Base Year - Award Fee related to Base Year Surge Option CLIN 4005 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$468.00	\$468.00

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4101	R499	Option Year 1 - YEAR 2: DDG 1000 Support (Tasks 4 & 5) (NOTE A) (Fund Type - TBD)	3565.0	LH	\$620,944.93	\$21,733.07	\$642,678.00
		Max Fee					\$39,856.49
		Min Fee					\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	65.0%				
		Government Underrun Share Line	65.0%				

410101	R499	410101 Option Year 1 YEAR 2: DDG 1000 Class Support (RDT&E)					
410102	R499	4101 Funding - 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4103	R499	Option Year 1 - Year 2 - DDG 1000 Special Studies (Tasks 4 and 5) (NOTE A) (RDT&E)	1328.0	LH	\$91,334.43	\$861.65	\$92,196.08
410301	R499	410301 Option Year 1 YEAR 2: DDG 1000 Special Studies (Fund Type - TBD)					
410302	R499	4103 Funding - 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4105	R499	Option Year 1 YEAR 2: Surge Requirements (Tasks 4 and 5) (NOTES A & C) (Fund Type - TBD)	12480.0	LH	\$878,677.68	\$13,253.99	\$891,931.67
		Max Fee	\$20,827.70				
		Min Fee	\$0.00				
		Government Overrun Share Line	65.0%				
		Government Underrun Share Line	65.0%				
410501	R499	410501 Option Year 1 YEAR 2: Surge Requirements (RDT&E)					
410502	R499	410501 Option Year 1 YEAR 2: Surge Requirements (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4107	R499	Option Year 1 YEAR 2: Award Fee related to Year 1 CLIN 4101 (NOTE B) (RDT&E)	0.0	LH	\$0.00	\$0.00	\$39,933.00	\$39,933.00
410701	R499	Option Year 1 YEAR 2: Award Fee related to Year 1 CLIN 4101 (NOTE B) (RDT&E)						
4109	R499	Option Year 1 YEAR 2: Award Fee related to Base Year Surge Option CLIN 4105 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$10,603.75	\$10,603.75
410901	R499	Option Year 1 YEAR 2: Award Fee related to Base Year Surge Option CLIN 4105 (NOTE B) (RDT&E)						
410902	R499	Option Year 1 YEAR 2: Award Fee related to Base Year Surge Option CLIN 4105 (NOTE B) (RDT&E)						

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4201	R499	Option Year 2 - YEAR 3: DDG 1000 Support (Tasks 4 & 5) (NOTE A) (Fund Type - TBD)	4653.0	LH	\$619,415.00	\$45,911.00	\$665,326.00
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			65.0%		
		Government Underrun Share Line			65.0%		
420101	R499	Incremental Funding (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4203	R499	Option Year 2 - DDG 1000 Special Studies (Tasks 4 & 5) (NOTE A) (Fund Type - TBD)	1202.0	LH	\$84,965.44	\$1,008.56	\$85,974.00
420301	R499	Incremental Funding (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4205	R499	Option Year 2 YEAR 3: Surge Requirements (Tasks 4 and 5) (NOTES A & C) (Fund Type - TBD)	11987.0	LH	\$860,201.00	\$12,989.00	\$873,190.00
		Max Fee				\$20,465.00	
		Min Fee				\$0.00	
		Government Overrun Share Line				65.0%	
		Government Underrun Share Line				65.0%	
420501	R499	Incremental Funding (SCN)					
420502	R499	Incremental Funding (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4207	R499	Option Year 2 YEAR 3: Award Fee related to Year 1 CLIN 4201 (NOTE B) (RDT&E)	1.0	LO	\$0.00	\$0.00	\$35,523.00	\$35,523.00
4209	R499	Option Year 2 YEAR 3: Award Fee related to Base Year Surge Option CLIN 4205 (NOTE B) (SCN)	1.0	LO	\$0.00	\$0.00	\$2,167.00	\$2,167.00
420901	R499	SCN funds for Award Fee (RDT&E)						
420902	R499	RDT&E funds for Award Fee (SCN)						

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4301	R499	Option year 3 - YEAR 4: DDG 1000 Support (Tasks 4 and 5) (NOTE A) (Fund Type - TBD)	4160.0	LH	\$752,292.75	\$26,330.25	\$778,623.00
		Max Fee				\$42,283.75	
		Min Fee				\$0.00	
		Government Overrun Share Line				65.0%	
		Government Underrun Share Line				65.0%	

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
430101	R499	To fund services described in CLIN 4301 (RDT&E)					
430102	R499	To fund services described in CLIN 4301. 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4303	R499	Option Year 3 - DDG 1000 Special Studies (Tasks 4 and 5) (NOTE A) (Fund Type - TBD)	19736.0	LH	\$1,413,199.29	\$15,082.34	\$1,428,281.63
430301	R499	To fund services described in CLIN 4303 (RDT&E)					
430302	R499	To fund services described in CLIN 4303. 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					
430303	R499	4303 Funding - 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4305	R499	Option Year 3 - YEAR 4: Surge Requirements (Tasks 4 & 5) (NOTES A & C) (Fund Type - TBD)	12480.0	LH	\$920,312.53	\$13,949.12	\$934,261.65
		Max Fee				\$21,920.05	
		Min Fee				\$0.00	
		Government Overrun Share Line				65.0%	
		Government Underrun Share Line				65.0%	
430501	R499	To fund services described in CLIN 4305 (SCN)					
430502	R499	4305 Funding - 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4307	R499	Option Year 3 YEAR 4: Award Fee related to Year 1 CLIN 4301 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$41,377.00	\$41,377.00
430701	R499	Funding for Award Fee related to Year 1 CLIN 4301 (RDT&E)						
430702	R499	Funding for Award Fee related to Year 1 CLIN 4301 (RDT&E)						
4309	R499	Option Year 3 YEAR 4: Award Fee related to Base Year Surge CLIN 4305 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$11,330.68	\$11,330.68
430901	R499	Funding for Award Fee related to Year 1 CLIN 4305 (SCN)						

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4401	R499	Option Year 4 YEAR 5: DDG 1000 Support (Tasks 4 & 5) (NOTE A) (Fund Type - TBD)	4150.0	LH	\$614,679.23	\$21,513.77	\$636,193.00
		Max Fee	\$43,552.25				
		Min Fee	\$0.00				
		Government Overrun Share Line	65.0%				
		Government Underrun Share Line	65.0%				
440101	R499	RDT&E (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4403	R499	Option Year 4 YEAR 5- Special Studies (Tasks 4 and 5) (NOTE A) (Fund Type - TBD)	20121.0	LH	\$1,287,058.56	\$13,702.52	\$1,300,761.08
440301	R499	SCN (SCN)					
440302	R499	SCN (SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4405	R499	Option Year 4 YEAR 5: Surge Requirements (Tasks 4 and 5) (NOTES A and C) (Fund Type - TBD)	12480.0	LH	\$945,817.98	\$14,347.74	\$960,165.72
		Max Fee				\$22,546.45	
		Min Fee				\$0.00	
		Government Overrun Share Line				65.0%	
		Government Underrun Share Line				65.0%	
440501	R499	SCN (SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4407	R499	Option Year 4 YEAR 5: Award Fee related to Year 1 CLIN 4401 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$38,137.76	\$38,137.76
440701	R499	Option Year 4 YEAR 5: Award Fee related to Year 1 CLIN 4401 (RDT&E)						
4409	R499	Option Year 4 YEAR 5: Award Fee related to Base Year Surge Option CLIN 4405 (NOTE B) (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$6,256.11	\$6,256.11
440901	R499	Option Year 4 YEAR 5: Award Fee related to Base Year Surge Option CLIN 4405 (SCN)						

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R499	ODCs in support of Base Year - Year 1 Labor CLIN 4001 (Fund Type - TBD)	1.0	LO	\$1,080,250.00
600101	R499	ODCs in support of Base Year - Year 1 Labor SLIN 4001 01 (RDT&E)			
600102	R499	ODCs in support of BASE Year - Year 1 Labor CLIN 4001 (NDSF)			
600103	R499	ODCs in support of BASE Year - Year 1 Labor CLIN 4001 (RDT&E)			
600104	R499	ODCs in support of BASE Year - Year 1 Labor CLIN 4001 (RDT&E)			
6003	R499	ODCs in Support of Base Year - Year 1 Special Studies Labor CLIN 4003 (NOTE A) (Fund Type - TBD)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
6005	R499	ODCs in Support of Base Year - Year 1 Surge Labor CLIN 4005 (NOTE A) (Fund Type - TBD)	1.0	LO	\$15,500.00
		Option			
6101	R499	ODCs in support of Option Year 1 - Year 2 Labor CLIN 4101 (NOTE A) (Fund Type - TBD)	1.0	LO	\$186,500.00
610101	R499	610101 ODCs in support of Option Year 1 - Year 2 Labor (RDT&E)			
610102	R499	610101 ODCs in support of Option Year 1 - (RDT&E)			
6103	R499	ODCs in Support of Option Year 1 - Year 2 Special Studies Labor CLIN 4103 (NOTE A) (Fund Type - TBD)	1.0	LO	\$17,500.00
		Option			
6105	R499	ODCs in Support of Option Year 1 - Year 2 Surge Labor CLIN 4105 (NOTE A) (Fund Type - TBD)	1.0	LO	\$115,500.00
		Option			
6201	R499	ODCs in support of Option Year 2- Year 3 Labor CLIN 4201 (NOTE A) (Fund Type - TBD)	1.0	LO	\$697,250.00
620101	R499	Incremental Funding (SCN)			
620102	R499	Incremental Funding (RDT&E)			
6203	R499	ODCs in Support of Option Year 2 - Year 3 Special Studies Labor CLIN 4203 (NOTE A) (Fund Type - TBD)	1.0	LO	\$17,500.00
		Option			
6205	R499	ODCs in Support of Option Year 2 - Year 3 Surge Labor CLIN 4205 (NOTE A) (Fund Type - TBD)	1.0	LO	\$115,500.00
		Option			
6301	R499	ODCs in support of Option Year 3 - Year 4 Labor CLIN 4301 (NOTE A) (Fund Type - TBD)	1.0	LO	\$720,468.00
630101	R499	To support labor CLIN 4301 (RDT&E)			
6303	R499	ODCs in Support of Option Year 3 - Year 4 Special Studies Labor CLIN 4303 (NOTE A) (Fund Type - TBD)	1.0	LO	\$367,500.00
		Option			
6305	R499	ODCs in Support of Option Year 3 - Year 4 Surge Labor CLIN 4305 (NOTE A) (Fund Type - TBD)	1.0	LO	\$115,500.00
		Option			
6401	R499	ODCs in support of Option Year 4 - Year 5 Labor CLIN 4401 (NOTE A) (Fund Type - TBD)	1.0	LO	\$2,855,000.00
640101	R499	RDT&E (RDT&E)			
640102	R499	RDT&E 10 U.S.C. 240(a) Authority is hereby invoked. (RDT&E)			
6403	R499	ODCs in Support of Option Year 4 - Year 5 Special Studies Labor CLIN 4403 (NOTE A) (Fund Type - TBD)	1.0	LO	\$367,500.00
		Option			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6405	R499	ODCs in Support of Option Year 4 - Year 5 Surge Labor CLIN 4405 (NOTE A) (Fund Type - TBD)	1.0	LO	\$115,500.00
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7501	R499	Option Year 5 YEAR 6: DDG 1000 Support (Tasks 4 & 5) (NOTE A) (SCN)	1009.0	LH	\$366,971.78	\$12,844.22	\$379,816.00
		Max Fee			\$52,381.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			65.0%		
		Government Underrun Share Line			65.0%		
750101	R499	DDG 1000 Support (SCN) (SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7503	R499	Option Year 5 YEAR 6 - Special Studies (Tasks 4 and 5) (NOTE A) (RDT&E)	12935.0	LH	\$970,303.00	\$9,697.00	\$980,000.00
750301	R499	RDT&E (RDT&E)					
750302	R499	Incremental Funding (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7505	R499	Option Year 5 YEAR 6: Surge Requirements (Tasks 4 and 5) (NOTES A and C) (Fund Type - TBD)	4500.0	LH	\$347,876.00	\$5,372.00	\$353,248.00
		Option					
		Max Fee			\$18,416.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			35.0%		

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	35.0%				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
7507	R499	Option Year 5 YEAR 6: Award Fee related to Year 1 CLIN 7501 (NOTE B) (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$53,393.00	\$53,393.00
7509	R499	Option Year 5 YEAR 6: Award Fee related to Year 6 Surge Option CLIN 7505 (NOTE B) (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$19,133.00	\$19,133.00

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7601	R499	Option Year 6 - YEAR: DDG 1000 Support (Tasks 4 & 5)(NOTE A) (Fund Type - TBD) Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	3829.0	LH	\$709,300.62	\$24,825.48	\$734,126.10
760101	R499	(SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7603	R499	Option Year 6: DDG 1000 Special Studies Option (Tasks 4 & 5) (NOTE A) (Fund Type - TBD)	26532.0	LH	\$753,387.70	\$26,368.11	\$779,755.81
760301	R499	(SCN)					
760302	R499	(RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
7607	R499	Option Year 6: Award Fee related to Year 1 CLIN 7601(NOTE B) (Fund Type - TBD)	1.0	LH	\$0.00	\$0.00	\$54,299.75	\$54,299.75
760701	R499	(SCN)						

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7701	R499	Option Year 7 YEAR 8- Special Studies (Tasks 4 and 5) (NOTE A) (SCN)	5767.0	LH	\$1,034,727.00	\$36,215.00	\$1,070,942.00
		Max Fee				\$9,450.00	
		Min Fee				\$1,827.00	
		Government Overrun Share Line				65.0%	
		Government Underrun Share Line				65.0%	
770101	R499	(SCN)					
770102	R499	(SCN)					
770103	R499	(SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7703	R499	Option Year 7 YEAR 8: Surge Requirements (Tasks 4 and 5) (NOTES A and C) (SCN)	17541.0	LH	\$1,149,758.00	\$40,242.00	\$1,190,000.00
770301	R499	(SCN)					
770302	R499	(RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
7707	R499	Award Fee Commitment (SCN)	1.0	LO	\$0.00	\$0.00	\$33,387.00	\$33,387.00
770701	R499	(SCN)						
770702	R499	(SCN)						
770703	R499	(SCN)						

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7801	R499	Option Year 8 Labor Task 4 and 5 (RDT&E)	3093.0	LH	\$548,323.00	\$19,191.00	\$567,514.00
		Max Fee			\$30,158.00		
		Min Fee			\$1,055.00		
		Government Overrun Share Line			65.0%		
		Government Underrun Share Line			65.0%		
780101	R499	(RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7803	R499	Option Year 8 Special Studies (RDT&E)	4142.0	LH	\$271,498.00	\$9,502.00	\$281,000.00
780301	R499	(RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7901	R499	Option Year 9 - YEAR: DDG 1000 Support (Tasks 4 & 5)(NOTE A) (SCN)	52.0	LH	\$9,139.00	\$320.00	\$9,459.00
		Max Fee			\$503.00		
		Min Fee			\$18.00		
		Government Overrun Share Line			65.0%		
		Government Underrun Share Line			65.0%		
790101	R499	(SCN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9501	R499	ODCs in Support of Option Year 5 - Year 6 (Fund Type - TBD)	1.0	LO	\$2,100,000.00
950101	R499	ODCs in Support of Option Year 5 (RDT&E)			
950102	R499	Incremental Funding (RDT&E)			
9601	R499	ODC (Fund Type - TBD)	1.0	LO	\$4,882,778.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
960101	R499	(RDT&E)			
960102	R499	(RDT&E)			
960103	R499	(O&MN,N)			
9701	R499	ODCs in support of Option Year 7 - Year 8 Labor CLIN 7701 (NOTE A) (Fund Type - TBD)	1.0	LO	\$525,754.00
970101	R499	(SCN)			
970102	R499	(RDT&E)			
9801	R499	ODC (RDT&E)	1.0	LO	\$100,000.00
980101	R499	(RDT&E)			

NOTES:

NOTE A: OPTION

Option Item to which the FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE B: AWARD FEE

Award Fee Item to which the AWARD FEE clause found in this SECTION B applies and which is to be awarded only if and to the extent said Item is earned in accordance with the aforementioned clause. The maximum Award Fee amount allowed on this Task Order shall not exceed 5.5% of Target Cost (excluding ODCs). Award Fee related to Option Surge Item(s) is a separate CLIN each year and should be so priced. These Items shall not be priced to include man-hours, an Estimated Cost, or Base Fee, only an Award Fee amount, meant to serve as an additional incentive. In addition, the "CPAF" column is "Award Fee Only" for the purpose of Award Fee Items.

NOTE C: SURGE

If it is determined that an increased level of effort is required for any of the task areas in the Statement of Work, the Government reserves the right to exercise a "Surge" Option CLIN for additional work under the specific task area. The Contracting Officer may exercise this Surge Option Item by providing 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 appropriate Labor CLIN.

NOTE D: SUBCONTRACTORS

Alion Science and Technology
Applied Research Associates (ARA)
BAE Systems (BAE)
Bath Iron Works (BIW)
CACI
ConverTeam
Hughes Associates
ICI Services

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Lockheed Martin
 Northrop Grumman Shipbuilding (NGSB)
 NTI-DTS
 Raytheon Integrated Defense Systems (Raytheon)
 Rolls-Royce
 Simquest Solutions Inc.
 Southwest Research Institute (SwRI)
 Sperry Marine
 SURVICE Engineering Co.
 University of California, San Diego (UCSD)
 Weidlinger Associates
 (Below added in Mod 18.)
 Georgia Institute of Technology/Georgia Tech Research Corporation
 Beast Code

CLAUSES INCORPORATED IN FULL TEXT:

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

This entire Task Order is cost type.

DETERMINATION OF FEE(S) (APPLICABLE TO ALL LABOR CLIN SERIES 4000)

(a) FEES PAYABLE

(1) There are two fee(s) payable under this Task Order, a cost incentive fee in accordance with FAR 52.216-10 INCENTIVE FEE (MAR 1997) and an award fee in accordance with the AWARD FEE portion of this clause. These fees are exclusive (separate) of one another and shall be calculated as follows:

(i) Cost Incentive Fee. The cost incentive fee payable shall be calculated in accordance with FAR 52.216-10.

(ii) Award Fee. The award fee payable shall be calculated as follows:

a. General. Pursuit of the award fee shall not come at the expense of the overall effort. The Contractor's performance must be satisfactory in order to be eligible for award fee.

b. Maximum Fee. The Maximum Award Fee payable under this Task Order shall not exceed five and fifty one-hundredths percent (5.50%) of Target Cost. In no event shall the Award Fee payable under this provision be greater than five and fifty one-hundredths percent (5.50%) of Target Cost.

c. Fee Determination. The payable Award Fee shall be recommended by the Award Fee Review Board (AFRB) and determined by the Fee Determining Official (FDO). This determination and the methodology established herein for determining the Award Fee amount earned are unilateral decisions made solely at the discretion of the Government.

d. Payment of Award Fee. The Contractor shall be paid the determined Award Fee amount, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the Task Order authorizing payment of such fee as determined by the Government. The invoice shall show the amount of Award Fee determined payable at the Contract Line Item Number (CLIN)/Sub-Line Item Number (SLIN) level, which shall be based upon the allowable costs (exclusive of any fees and FCCM) incurred by the Contractor during the Evaluation Period. The invoice must cite the appropriate accounting data in order for payment to be achieved and be submitted in accordance with the invoicing instructions provided in SECTION G of this

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Task Order.

(iii) **Total Fees.** The total fees payable for the Cost Incentive Fee and the Award Fee are calculated as described in paragraphs (i) and (ii) above. Each of these fees are exclusive of one another and shall be calculated separately. In no event shall the Total Fees payable under this Task Order be greater than eleven and zero one-hundredths percent (11.00%) of Target Cost, the combined total of Maximum Cost Incentive Fee at 5.50% and Maximum Award Fee Pool of 5.50%.

(2) The *final* target cost, target fee and Award Fee pool amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs.

LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE (as per FAR 52.216-10)	AWARD FEE POTENTIAL (5.50%)	TOTAL TARGET COST/AWARD AMOUNT
Rate/Hr (CY2010)	BLANK		(FEE PER HR)	\$0 (FEE PER HOUR)	BLANK
4001 (CY2010)	4160	703,556.67	24,624.48	38,695.62	766,876.77
Rate/Hr (CY2010)	BLANK	\$169.12 (FEE PER HR)	\$5.92 (FEE PER HR)	\$9.30 (FEE PER HR)	\$184.34 (FEE PER HR)
Rate/Hr (CY2010)	BLANK		(FEE PER HR)	\$0 (FEE PER HOUR)	BLANK
4005 (CY2010)	12480	857,014.91	12,905.03	10,369.18	880,289.12
Rate/Hr (CY2010)	BLANK	\$68.67(FEE PER HR)	\$1.03 (FEE PER HR)	\$.83 (FEE PER HR)	\$70.54 (FEE PER HR)

Actual and final hours, costs, and fees for CLINS 4001, 4005, 4101, 4103, 4105, 4201, 4203, and 4205 are as follows (Mod 18):

CLIN	Actual Hours	Actual Cost	Fixed Fee	Final Target Incentive Fee	Additional Incentive Fee	Total (Cost+TF+IF)
4001	5,026	\$ 742,411	\$ 25,984	\$ -	\$ -	\$ 768,395
4005	564	\$ 54,866	\$ 583	\$ -	\$ -	\$ 55,449
4101	4,168	\$ 602,738	\$ -	\$ 25,422	\$ 14,518	\$ 642,678
4103	849	\$ 85,438	\$ 551	\$ -	\$ -	\$ 85,989
4105	40,756	\$ 594,828	\$ -	\$ 4,320	\$ (4,320)	\$ 594,828
4201	4,653	\$ 619,415	\$ -	\$ 29,218	\$ 16,693	\$ 665,326
4203	748	\$ 85,346	\$ 628	\$ -	\$ -	\$ 85,974

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4205	2,463	\$	415,776	\$	-	\$	2,685	\$	(2,685)	\$	415,776
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(i) The *final* CPIF target cost for CLINs 4001, and (if Options are exercised) 4005, 4101, 4105, 4201, 4205, 4301, 4305, 4401, and 4405 shall be in accordance with FAR 52.216-10.

(ii) The *final* CPIF target fee for CLINs 4001, and (if Options are exercised) 4005, 4101, 4105, 4201, 4205, 4301, 4305, 4401, and 4405 shall be in accordance with FAR 52.216-10.

(iii) The share ratio for the CPIF portion of the fee structure is 65/35 (65% Government and 35% Contractor) for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order for further information on how the target cost and target fee are determined and the fee earned is calculated.

(iv) The *final* Award Fee pool for CLINs 4001, and (if Options are exercised) 4005, 4101, 4105, 4201, 4205, 4301, 4305, 4401, and 4405 shall be calculated by multiplying the allowable hours worked under the CLIN by the rate/hr in the Award Fee Potential column of the preceding table. The *final* Award Fee pool amount will not be determined by the actual cost incurred but by the number of LOE hours worked. The fee earned under the Award Fee portion of the fee structure will be based on the Award Fee score given by the Fee Determining Official (FDO) as stipulated in the below Award Fee Plan, paragraph (b).

(v) Separate Award Fee pools have been established for CLINs 4001, and (if Options are exercised) 4005, 4101, 4105, 4201, 4205, 4301, 4305, 4401, and 4405. Accordingly, the cost performance on one (or more) of the CLINs in the above table cannot be used by the Contractor to offset the cost performance on one or more of the other CLINs in the above table. For example, if the contractor underruns CLIN 4001 this underrun cannot be used by the Contractor to offset an overrun on CLIN 4003.

(b) AWARD FEE PLAN

(1) Organization:

Fee Determining Official (FDO) for Tasks 4 - 5):
PMS 500 (or designee)

Award Fee Review Board (AFRB):

Chairman: PMS 500 (or designee), different person from FDO
Contracting Officer: SEA 02653 (or other Government contracting representative)

Performance Monitors: Representatives from PMS 500
Legal Advisor (SEA 00L)
Member: Other members as designated

(2) Responsibilities:

- Fee Determining Official (FDO):

--Approves the membership of the AFRB

--Reviews recommendations of the AFRB and determines the amount of award fee earned and payable to the contractor for each evaluation period. The FDO may accept, modify, or amend the AFRB recommendation and the award fee. When the FDO determines a fee other than that recommended by the AFRB, a written rationale will be provided for the record.

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--Provides written notification to the Contracting Officer within 90 calendar days of the end of the award fee evaluation period and upon determination of the award fee amount to authorize issuance of a unilateral modification setting forth the specified award fee.

--Provides an award fee authorization letter to the contractor when authorized by the Contracting Officer. A summary evaluation, including the rating assigned to each evaluation area will be included as an attachment.

--Discusses evaluation findings with the contractor, as necessary.

- Award Fee Review Board (AFRB):

--Collects and reviews reported metrics from performance monitors and compiles a recommended rating for each evaluation factor and provides a summary evaluation to the FDO.

--Completes the summary evaluation within 60 days after the evaluation period ends.

- Contracting Officer:

--Reviews the award fee documentation provided by the FDO, and advises the FDO as to when the unilateral Task Order modification, to authorize payment of award fee, may be executed.

--Issues a unilateral modification to the Task Order to authorize payment of the award fee.

(3) Evaluation Criteria. The Government will evaluate the qualitative evidence submitted to the Government by the Contractor at the conclusion of each evaluation period in addition to any other relevant evidence related to the Contractor's performance based on the following criteria to determine the Award Fee payable, if any, under this provision:

- Factor No. 1 Management Performance. Cost, schedule, technical, security, organizational conflict of interest and personnel management is performed to: demonstrate funds and fiscal management, and avert cost overruns; deliver services and products on time; provide high quality technical services and products; properly manage access to proprietary, official use only and classified data; be free of organizational conflict of interest and provide for highly qualified personnel assigned with duties, responsibility and authority to achieve project goals on schedule and within estimated cost focused on team integration with the PMS 500 organization. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.

- Factor No. 2 Technical Performance. Subject matter expertise is provided that meets the requirements of the Task Order (and Technical Instructions if applicable), with high quality and timeliness of work products/deliverables and services provided.

- Factor No. 3 Cost Performance. Cost reports are complete, accurate and provided in the required format. Performance does not result in an overrun.

(4) Factor Weights. The evaluation criteria are weighted for the purpose of

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determining the percentage of the Award Fee available for each factor. The Award Fee payable shall be calculated using a weighted-average of the evaluation factors and their ratings. The factor weights may be changed unilaterally by the Government if notice is provided to the Contractor prior to the evaluation period in which the changed weights will apply. The Contractor may request a change in the factor weights upon written request to the Contracting Officer. It is at the Government's discretion to alter the weights upon request by the Contractor. The factor weights are as follows:

• Factor No. 1. WEIGHT: 30%

This evaluation factor is weighted at 30% for purposes of determining the total possible Award Fee payable under this provision. Up to but no more than 30% of the total possible Award Fee is payable for this factor for the evaluation period.

• Factor No. 2. WEIGHT: 40%

This evaluation factor is weighted at 40% for purposes of determining the total possible Award Fee payable under this provision. Up to and no more than 40% of the total possible Award Fee is payable for this factor for the evaluation period.

• Factor No. 3. WEIGHT: 30%

This evaluation factor is weighted at 30% for purposes of determining the total possible Award Fee payable under this provision. Up to and no more than 30% of the total possible Award Fee is payable for this factor for the evaluation period.

(5) Evaluation Periods. The Government will evaluate Contractor performance once annually, and will coincide with the dates in Section F. The Government reserves the right to unilaterally change the frequency with which evaluations are conducted.

(6) Ratings. In evaluating Contractor performance for this Award Fee, the following ratings shall be used to determine the percentage of fee payable:

Rating	Performance Rating	Definition of Rating
Outstanding	91-100	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Excellent	76-90	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee

Satisfactory	No Greater Than 50%	evaluation period. Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

**Note: In the event an Unsatisfactory performance rating is given in any factor, no Award Fee shall be paid for that factor to the Contractor. Hence, an unsatisfactory rating for any factor will result in no Award Fee for that factor.*

(7) Change Procedure. It is anticipated that award fee evaluation criteria may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than 60 calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification, no later than 30 calendar days prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change criteria prior to the start of an Award Fee period.

(8) Definitions.

Award Fee: An additional fee which the contractor may earn in whole or in part under the Task Order. The amount of fee is determined by the Fee Determining Official (FDO) on the basis of an annual evaluation of contractor performance using specified evaluation criteria outlined herein.

Evaluation Periods: The Government will evaluate the contractor's performance once annually, and the evaluation will coincide with dates identified in Section F. The Government reserves the right to unilaterally change the frequency with which evaluations are conducted.

Fee Determining Official (FDO): A designated Government official who will review recommendations of the Award Fee Determination Board (AFDB) and determine the amount of award fee earned by the contractor.

Award Fee Review Board (AFRB): A committee of Government officials responsible for assessing the Contractor's performance during each evaluation period and recommending to the FDO an award fee amount.

Award Fee Evaluation Criteria: Specific factors which detail the various elements of performance and upon which performance is evaluated.

Technical Instruction (TI): Used to supplement the Statement of Work with specific details on efforts to be accomplished and the deliverables to be provided during a specified period of time, within a specified cost, and at an acceptable quality. Each TI will contain cost, schedule and requirements for the tasks and deliverables.

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Award Fee will be calculated based on how the contractor performs against these criteria.

(9) Award Fee Process.

Available Award Fee Pool. The amount of available Award Fee will be determined as described in this clause (paragraph (a)(2)(iv)) at the end of each evaluation period.

Evaluation Criteria. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding evaluation period will be used in the following Award Fee evaluation period. Modifications to the Award Fee Plan shall take effect in the next evaluation period.

Self-Evaluation Process. The Contractor shall provide the Government a written self-evaluation not to exceed twenty-five (25) pages in length which addresses the evaluation factors not later than fourteen (14) days after submission of final cost reporting for the last month of the evaluation period.

Evaluations. Performance monitors submit their evaluation reports to the AFRB within fourteen (14) days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation for the FDO. The Contractor self-assessment will be provided to the FDO as part of the determination package. The AFRB briefs the evaluation report and recommendation to the FDO. The FDO determines the overall grade and determines the amount of Award Fee earned for the evaluation period within ninety (90) calendar days after each evaluation period. The FDO letter informs the Contractor of the evaluation results. If the Contractor earns Award Fee, the Contracting Officer issues a Task Order modification within thirty (30) calendar days after the FDO's determination to authorize payment of an Award Fee amount.

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 the 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 dollar 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 amounts 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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (*Applicable to all Labor CLINs, including SURGE and Special Studies Option Items*)

(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

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cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 3.50% percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (*Applicable to ODC CLINs*)

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The mission of PMS 500 is to maintain ship design, and build, outfit, test, and introduce to the fleet DDG 1000 Destroyer Class ships. The focus of PMS 500 is ship design and construction, and this requires a full range of engineering and program support services. These services are necessary through each of the programmatic stages; construction, delivery, test and trials.

The services and products to be obtained under this Task Order require that the Contractor not have an organizational conflict of interest in the performance of this Contract. The Prime Contractors producing the DDG 1000 are Bath Iron Works (General Dynamics), Northrop Grumman Shipbuilding (Northrop Grumman), Raytheon Integrated Defense Systems (Raytheon Service Company), Rolls-Royce, Converteam and BAE Systems. These Primes have subcontracts and vendors. The Contractor shall not have an organizational conflict of interest with the Primes, subcontractors or vendors.

PMS 500 require services to support execution of its responsibility to construct, test, trial and ready ships for Sail Away. This Statement of Work (SOW) includes support in the areas of technical integration and management and test and evaluation services in order to assist PMS 500 in accomplishing its mission and objectives. These tasks shall be primarily executed in Washington, DC in the vicinity of the Washington Navy Yard, the headquarters location for PMS 500. Other sites may be required on an as directed basis or may be permitted on as requested basis.

Tasking Areas are planned as follows:

- Task 4. Live Fire Test and Evaluation Services (RDT&E)
- Task 5. Live Fire Trial Class Services (SCN)

The Contractor shall perform support services in coordination with the Government's Task Manager identified in Section G.

The Contractor shall prepare documentation, develop and manage processes, perform analysis and file and archive documentation.

The Contractor shall receive, log, and track unclassified, for official use only and classified documents.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PMS 500 team members. A system fully compatible with MS Outlook mail is required in order to communicate and coordinate meetings and schedules with PMS 500. The Contractor must have the capacity to interface via electronic mail and provide Internet access for all employees proposed to support this task. In addition, the Contractor shall be required to use Teamcenter administered by Northrop Grumman Shipbuilding.

The Contractor shall provide classified, up to the TOP-SECRET level, and unclassified conference rooms, and associated facilities for holding Government sponsored meetings, tele-conferencing and briefings for PMS 500 program personnel. Conference rooms and facilities should accommodate four meetings simultaneously, accommodating minimally 15 persons in each meeting. Meeting facilities are required to be within 20 minutes walking distance from the Washington Navy Yard (WNY). The Contractor shall have routine access to additional conference rooms as necessary and be able to host meetings and program reviews accommodating, minimally, 100 persons in locations convenient to

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the Washington Navy Yard and/or locations in the Washington metropolitan Area with sufficient visitor parking available.

The Contractor shall support surge requirements and special studies as necessary, and directed by the government, for all tasks for the duration of the period of performance. Surge and special studies support are estimated at the below labor mix and level of effort. Offeror(s) shall use this information in preparing their proposal submission--no deviations are authorized. These are notional figures, and execution may or may not change this mix depending on Navy directives or other governmental policies.

SECURITY REQUIREMENTS

The work under this contract shall be up to the TOP SECRET level for all included tasks. Specific security requirements are as described in the attached DD254 (Attachment 2).

TASK 4 - LIVE FIRE TEST AND EVALUATION SERVICES (RDT&E)

a. The Contractor shall provide Live Fire Test and Evaluation (LFT&E) engineering and program management support in order to generate, review, and approve DDG 1000 LFT&E documentation, coordination of LFT&E personnel across program, manage test and evaluation processes, manage modeling and simulation (M&S) Verification, Validation and Accreditation (VV&A) processes, maintain program and test schedules, manage and track action items, and prepare presentations during the time period defined by conduct of detail design and construction of the lead ships in support of the DDG 1000 Program Office Test Director (PMS 500N). The Contractor shall produce weekly reports, participate in staff meetings, monitor LFT&E issues within technical and productions activities and maintain resources and budget requirements.

b. The Contractor shall generate LFT&E documentation and plans including Vulnerability Assessment Reports, and Live Fire Tests and the LFT&E Management Plan Revisions. The Contractor shall support implementation of the DDG 1000 LFT&E strategy, participation in prime contactors' Integrated Product and Process Development (IPPD) processes, support of the planning and conduct of the LFT&E events, and development of requirements in support of changing Threat, Design Reference Mission and Operational Requirements documentation.

c. The Contractor shall participate in related LFT&E IPTs and chair the PEO SHIPS LFT&E IPT. The Contractor shall review and support LFT&E focus areas including: Susceptibility Analysis, Vulnerability Analysis, Recoverability Analysis, and Lethality Analysis.

d. The Contractor shall provide live fire test support, including: reviewing of efforts of operation teams to ensure compliance with test objectives and requirements, attending progress meetings, provide technical expertise, review and evaluation of test issues, conduct test planning/ conduct risk assessment, review integrated reports, identify and report technical/ schedule/ cost issues, and manage environmental assessments and mitigations and operational security.

TASK 5 - LIVE FIRE TRIAL CLASS SERVICES (SCN)

a. The Contractor shall provide Live Fire Trial engineering and program management support in order to generate, review, and approve DDG 1000 Live Trial documentation, coordination of trial personnel across program, manage

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trial processes, manage modeling and simulation (M&S) Verification, Validation and Accreditation (VV&A) processes, maintain program and test schedules, manage and track action items, and prepare presentations during the time period defined by conduct of construction of the lead ships in support of the DDG 1000 Program Office T&E Department, located at the Washington Navy Yard. The Contractor shall produce weekly reports, participate in staff meetings, monitor trial issues within technical and productions activities and maintain resources and budget requirements.

b. The Contractor shall plan and manage the Total Ship Survivability Trials, Lethality Test and Reporting and Shock Trials.

c. The Contractor shall provide live fire trial support, including: reviewing of efforts of operation teams to ensure compliance with trial objectives and requirements, attending progress meetings, provide technical expertise, review and evaluation of trial issues, review integrated reports, identify and report technical/ schedule/ cost issues, and manage environmental and operational security.

Special Studies (Applicable to all Tasks listed in Section C - Statement of work

The Contractor shall perform and deliver studies, planning analysis, projects process improvements and/or excursions as related to the Task Statement of Work as listed in Section C. The Government shall coordinate with the Contractor the specific tasks to be documented in Technical Instructions and issued to the Contractor. Below is a list of example subject areas that the Contractor may be asked to research. This is not an all encompassing list, and due to the dynamic nature of the program, actual study requests may be other than those listed.

Task 4:

Example 1: The Contractor shall manage and assist in determination total ship, ship system and/or ship element Live Fire [Test and Evaluation] Testing alternatives to existing program of record Live Fire Test and Evaluation Management Plan and Test and Evaluation Master Plan.

Example 2: The Contractor shall research the pedigree of testing particular ship systems to assess Live Fire [Test and Evaluation] Testing cost, schedule and test-article configurations.

Example 3: The Contractor shall study Live Fire [Test and Evaluation] Testing plans, procedures and techniques for implementation as lessons learned for DDG 1000.

Task 5:

Example 1: The Contractor shall manage and assist in determination of alternatives to existing program of record Shock, Total Ship Survivability and Human Injury Live Fire Trials.

Example 2: The Contractor shall research the pedigree of testing particular ship systems to assess Live Fire Trial cost, schedule and test-article configurations.

Example 3: The Contractor shall study Shock, Total Ship Survivability and Human Injury Live Fire Trials plans, procedures and techniques for implementation as lessons learned for DDG 1000.

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DELIVERABLES (applicable to all Tasks):

The Contractor shall prepare a monthly report, signed by the Contractor's Task Lead. Monthly performance reports will constitute certification of the contractor's invoices. The Monthly Report shall identify products provided, or in progress, during the reporting period. The report shall also itemize work accomplished and highlight significant events. The report shall include a cost expenditure plan on a SLIN basis, expenditure status to the plan and, specifically identifying travel and other direct charges. Additionally, the report shall tally invoice status, noting payments and outstanding balances. The reporting template for this deliverable is provided in Section J, Exhibit A.

CLAUSES INCORPORATED IN FULL TEXT

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

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Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

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

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

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

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

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

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

TECHNICAL INSTRUCTIONS; ADDITIONAL PROVISIONS

Efforts to be performed under Surge and Special Studies CLINs shall only be conducted upon receipt of a completed Technical Instruction, as described and required by the latest NAVSEA instruction (NAVSEAINST 4200.17). In some cases a TI will be issued for base work, to provide additional details to the contractor that may be required for execution of specific tasks, but are not generally required for this work. Within each Technical Instruction a total dollar amount shall be specified, the Contractor shall manage the cost, schedule and performance of each Technical Instruction issued under this contract and shall report cost/schedule/performance progress in accordance with contract CDRL requirements. The Contractor shall perform each Technical Instruction Statement of Work to the level of effort specified within the Technical Instruction and shall not exceed the cost plus fee or number of hours stated in each Technical Instruction. Verbal authorization in lieu of a signed instruction is permissible provided that the verbal authorization is followed up with a technical instruction/amendment as applicable within ten (10) days. The Contractor shall conduct monthly status meetings with the Contracting Officer's Representative (COR), where the Contractor shall report for each Technical Instruction, the cumulative cost incurred, the projected funding depletion, a determination as to whether the funding is sufficient to complete each Technical Instruction and, if funding is not sufficient, state how much additional funding is required to complete each Technical Instruction.

The contractor will be given 60 days from the receipt of a Technical Instruction (TI) to staff stated requirements, unless otherwise agreed upon between the TOM and contractor Task Order Manager.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS -There are 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 the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 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) task order number
- (4) name of requiring activity (PMS 500)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000, 4100, 4200, 4300, 4400, and 7500 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

HQ E-1-0001 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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	1/27/2011 - 9/30/2012
4005	3/31/2011 - 9/30/2012
4007	1/27/2011 - 9/30/2012
4009	1/27/2011 - 9/30/2012
4101	2/8/2012 - 1/26/2013
4103	2/8/2012 - 1/26/2013
4105	2/8/2012 - 1/26/2013
4107	2/8/2012 - 1/26/2013
4109	2/8/2012 - 1/26/2013
4201	1/27/2013 - 1/26/2014
4203	1/27/2013 - 1/26/2014
4205	1/27/2013 - 1/26/2014
4207	1/27/2013 - 1/26/2014
4209	1/27/2013 - 1/26/2014
4301	1/27/2014 - 1/30/2015
4303	1/27/2014 - 1/30/2015
4305	1/27/2014 - 1/30/2015
4307	1/27/2014 - 1/26/2015
4309	1/27/2014 - 1/26/2015
4401	1/31/2015 - 1/28/2016
4403	1/31/2015 - 1/28/2016
4405	1/31/2015 - 1/28/2016
4407	1/31/2015 - 1/26/2016
4409	1/31/2015 - 1/26/2016
6001	1/27/2011 - 9/30/2012
6101	2/8/2012 - 1/26/2013
6201	1/27/2013 - 1/26/2014
6301	1/27/2014 - 1/30/2015
6401	1/31/2015 - 1/28/2016
7501	1/29/2016 - 1/26/2017
7503	1/29/2016 - 1/26/2017
7601	1/27/2017 - 1/28/2018
7603	1/27/2017 - 1/28/2018
7607	1/27/2017 - 1/28/2018
7701	1/27/2018 - 1/26/2019
7703	1/27/2018 - 1/26/2019
7707	1/27/2018 - 1/26/2019
7801	1/27/2019 - 1/26/2020
7803	1/27/2019 - 1/26/2020

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7901	1/27/2020 - 7/31/2020
9501	1/29/2016 - 1/26/2017
9601	1/27/2017 - 1/28/2018
9701	1/27/2018 - 1/26/2019
9801	1/27/2019 - 1/26/2020

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:

ITEM(S) FROM TO

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

4001	1/27/2011 - 9/30/2012
4005	3/31/2011 - 9/30/2012
4007	1/27/2011 - 9/30/2012
4009	1/27/2011 - 9/30/2012
4101	2/8/2012 - 1/26/2013
4103	2/8/2012 - 1/26/2013
4105	2/8/2012 - 1/26/2013
4107	2/8/2012 - 1/26/2013
4109	2/8/2012 - 1/26/2013
4201	1/27/2013 - 1/26/2014
4203	1/27/2013 - 1/26/2014
4205	1/27/2013 - 1/26/2014
4207	1/27/2013 - 1/26/2014
4209	1/27/2013 - 1/26/2014
4301	1/27/2014 - 1/30/2015
4303	1/27/2014 - 1/30/2015
4305	1/27/2014 - 1/30/2015
4307	1/27/2014 - 1/26/2015
4309	1/27/2014 - 1/26/2015
4401	1/31/2015 - 1/28/2016
4403	1/31/2015 - 1/28/2016
4405	1/31/2015 - 1/28/2016
4407	1/31/2015 - 1/26/2016
4409	1/31/2015 - 1/26/2016
6001	1/27/2011 - 9/30/2012
6101	2/8/2012 - 1/26/2013
6201	1/27/2013 - 1/26/2014
6301	1/27/2014 - 1/30/2015
6401	1/31/2015 - 1/28/2016

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7501	1/29/2016 - 1/26/2017
7503	1/29/2016 - 1/26/2017
7601	1/27/2017 - 1/28/2018
7603	1/27/2017 - 1/28/2018
7607	1/27/2017 - 1/28/2018
7701	1/27/2018 - 1/26/2019
7703	1/27/2018 - 1/26/2019
7707	1/27/2018 - 1/26/2019
7801	1/27/2019 - 1/26/2020
7803	1/27/2019 - 1/26/2020
7901	1/27/2020 - 7/31/2020
9501	1/29/2016 - 1/26/2017
9601	1/27/2017 - 1/28/2018
9701	1/27/2018 - 1/26/2019
9801	1/27/2019 - 1/26/2020

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

4003	1/27/2011 - 1/26/2012
6003	1/27/2011 - 1/26/2012
6005	1/27/2011 - 1/26/2012
6103	1/27/2012 - 1/26/2013
6105	1/27/2012 - 1/26/2013
6203	1/27/2013 - 1/26/2014
6205	1/27/2013 - 1/26/2014
6303	1/27/2014 - 1/26/2015
6305	1/27/2014 - 1/26/2015
6403	1/31/2015 - 1/26/2016
6405	1/31/2015 - 1/26/2016
7505	1/29/2016 - 1/26/2017
7507	1/29/2016 - 1/26/2017
7509	1/29/2016 - 1/26/2017

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

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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) (SEP 2009)

(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 documentation is available under Resources at <http://wawftraining.com>.

(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(s) (*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 type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	_____
Admin DODAAC	_____
Pay Office DODAAC	_____
Inspector DODAAC	_____
Service Acceptor DODAAC	_____
Service Approver DODAAC	_____
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	See Section E
Acceptance Location	See Section E

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.

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(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:

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

POINTS OF CONTACT

The Government reserves the right to unilaterally change the points of contact at anytime. The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

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

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
 Attn: Kim Trujillo
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-2135
 E-mail: kimberly.trujillo@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
 Attn: Karla Harris
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: (202) 781-2884
 e-mail: Karla.harris@navy.mil
 *Note that the POR is the Contract Specialist

TASK ORDER MANAGER (TOM) (Lead)

Naval Sea Systems Command
 Attn: James A. B. Dempsey, PEO SHIPS PMS500A2
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-3139
 e-mail: james.a.dempsey@navy.mil
 *Note that the TOM is the Contracting Officer's Representative (COR).

ALTERNATE TASK ORDER MANAGER

Naval Sea Systems Command
 Attn: Lauren G. Welsh, PEO SHIPS PMS500A1
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-0423

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e-mail: lauren.welsh@navy.mil

*Note that the Alternate TOM is the Alternate Contracting Officer's Representative (ACOR).

TASK 4 MANAGER

Naval Sea Systems Command
 Attn: Brian Smaszcz, PMS 500N
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-1563
 e-mail: brian.smaszcz@navy.mil

TASK 5 MANAGER

Naval Sea Systems Command
 Attn: Brian Smaszcz, PMS 500N
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-1563
 e-mail: brian.smaszcz@navy.mil

Accounting Data

SLINID	PR Number	Amount
400101	N0002411FR59027	550733.00
LLA :		
AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		
600101	N0002411FR59027	20000.00
LLA :		
AA 17 1 1319 15A9 252 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		
BASE Funding 570733.00		
Cumulative Funding 570733.00		
MOD 01 Funding 0.00		
Cumulative Funding 570733.00		
MOD 02		
400101	N0002411FR59054	86000.00
LLA :		
AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		
400501	N0002411FR59054	855000.00
LLA :		
AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		
600101	N0002411FR59054	1385000.00
LLA :		
AA 17 1 1319 15A9 252 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		

MOD 02 Funding 2326000.00
 Cumulative Funding 2896733.00

MOD 03

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600102 N0002411FR59052 40000.00
 LLA :
 AC 17 X 4557 1M40 252 SA 385 0 068342 2D 000000 03110 500 0000
 Standard Number: N000240XAFONDSF

MOD 03 Funding 40000.00
 Cumulative Funding 2936733.00

MOD 04 Funding 0.00
 Cumulative Funding 2936733.00

MOD 05 Funding 0.00
 Cumulative Funding 2936733.00

MOD 06

400501 N0002411FR55035 (800000.00)
 LLA :
 AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010
 Standard Number: N0002411AF115A9

600101 N0002411FR55035 (592500.00)
 LLA :
 AA 17 1 1319 15A9 252 SA SHP 0 068342 2D 980340 32464 000 0010
 Standard Number: N0002411AF115A9

MOD 06 Funding -1392500.00
 Cumulative Funding 1544233.00

MOD 07 Funding 0.00
 Cumulative Funding 1544233.00

MOD 08

400102 47477.00
 LLA :
 AG 1711319 W3TP 253 RA309 0 068342 2D 000000 02223000WL30 02223000WL30
 02223000WL30

400103 37981.00
 LLA :
 AD 1711319 W3DN 255 RA349 0 068342 2D 000000 02915000M390
 02915000M390

600103 20000.00
 LLA :
 AD 1711319 W3DN 255 RA349 0 068342 2D 000000 02915000M390
 02915000M390

MOD 08 Funding 105458.00
 Cumulative Funding 1649691.00

MOD 09

410101 740932.00
 LLA :
 AE 1711319 15A9 251 SH500 0 050120 2D 000000 A00000968840
 A00000968840

410301 700000.00
 LLA :
 AE 1711319 15A9 251 SH500 0 050120 2D 000000 A00000968840
 A00000968840

410501 441168.00
 LLA :

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AE 1711319 15A9 251 SH500 0 050120 2D 000000 A00000968840
A00000968840

610101 1300000.00

LLA :

AF 1711319 15A9 252 SH500 0 050120 2D 000000 A00000968840
A00000968840

MOD 09 Funding 3182100.00
Cumulative Funding 4831791.00

MOD 10

400104 46928.00

LLA :

AH 1721319 15A9 251 SH500 0 050120 2D 000000 A10000968840
A10000968840

410502 153812.00

LLA :

AH 1721319 15A9 251 SH500 0 050120 2D 000000 A10000968840
A10000968840

600104 194925.00

LLA :

AJ 1721319 15A9 252 SH500 0 050120 2D 000000 A10000968840
A10000968840

610102 107000.00

LLA :

AJ 1721319 15A9 252 SH500 0 050120 2D 000000 A10000968840
A10000968840

MOD 10 Funding 502665.00
Cumulative Funding 5334456.00

MOD 11 Funding 0.00
Cumulative Funding 5334456.00

MOD 12

4007 N0002412FR59040 47495.00

LLA :

AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010 324640000010
Standard Number: N0002411AF115A9

4009 N0002412FR59040 468.00

LLA :

AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010 324640000010
Standard Number: N0002411AF115A9

MOD 12 Funding 47963.00
Cumulative Funding 5382419.00

MOD 13

420101 1300329879 668477.00

LLA :

AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

420301 1300329879 349500.00

LLA :

AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

420501 1300327144 371504.00

LLA :

AK 1731611 1227 251 SH500 0 050120 2D 000000 A00001562729

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420502 1300329879 72000.00
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

620101 1300327144 469000.00
 LLA :
 AL 1731611 1227 252 SH500 0 050120 2D 000000 A00001562729

620102 1300329879 50000.00
 LLA :
 AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

MOD 13 Funding 1980481.00
 Cumulative Funding 7362900.00

MOD 14

410101 (116794.00)
 LLA :
 AE 1711319 15A9 251 SH500 0 050120 2D 000000 A00000968840
 A00000968840

410301 (614500.00)
 LLA :
 AE 1711319 15A9 251 SH500 0 050120 2D 000000 A00000968840
 A00000968840

610101 (1113500.00)
 LLA :
 AF 1711319 15A9 252 SH500 0 050120 2D 000000 A00000968840
 A00000968840

610102 (107000.00)
 LLA :
 AJ 1721319 15A9 252 SH500 0 050120 2D 000000 A10000968840
 A10000968840

MOD 14 Funding -1951794.00
 Cumulative Funding 5411106.00

MOD 15

620102 1300329879 105000.00
 LLA :
 AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

MOD 15 Funding 105000.00
 Cumulative Funding 5516106.00

MOD 16

410701 1300387095 39933.00
 LLA :
 AP 1711319 15A9 251 SH500 0 050120 2D 000000 A00001999051

410901 1300387095 1654.00
 LLA :
 AP 1711319 15A9 251 SH500 0 050120 2D 000000 A00001999051

410902 1300387095 1841.00
 LLA :
 AQ 1721319 15A9 251 SH500 0 050120 2D 000000 A10001999051

MOD 16 Funding 43428.00
 Cumulative Funding 5559534.00

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MOD 17

430101 1300399008 664678.00
 LLA :
 AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

430301 1300399008 371000.00
 LLA :
 AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

430501 1300398815 621463.00
 LLA :
 AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

630101 1300399008 5829000.00
 LLA :
 AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

MOD 17 Funding 7486141.00
 Cumulative Funding 13045675.00

MOD 18

4207 1300329879 35523.00
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000

420901 1300329879 432.00
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000

420902 1300327144 1540.00
 LLA :
 AK 1731611 1227 251 SH500 0 050120 2D 000000

MOD 18 Funding 37495.00
 Cumulative Funding 13083170.00

MOD 19

400101 N0002411FR59054 (402.00)
 LLA :
 AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010
 Standard Number: N0002411AF115A9

400104 130023814500007 (300.00)
 LLA :
 AH 1721319 15A9 251 SH500 0 050120 2D 000000 A10000968840
 A10000968840

410102 130032987900013 18540.00
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

410302 130032987900014 489.00
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

420101 130032987900001 (3151.00)
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

420301 130032987900002 (56526.00)
 LLA :
 AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

420502 130032987900003 (9517.00)

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LLA :
AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

430303 130032987900018 25000.00
LLA :
AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

430501 1300398815 43607.00
LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

430502 130032987900017 24863.00
LLA :
AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

600101 N0002411FR55035 (208.00)
LLA :
AA 17 1 1319 15A9 252 SA SHP 0 068342 2D 980340 32464 000 0010
Standard Number: N0002411AF115A9

620101 130032714400002 (44136.00)
LLA :
AL 1731611 1227 252 SH500 0 050120 2D 000000 A00001562729

620102 130032987900005 (155000.00)
LLA :
AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

MOD 19 Funding -156741.00
Cumulative Funding 12926429.00

MOD 20

420301 130032987900002 (207000.00)
LLA :
AM 1731319 15A9 251 SH500 0 050120 2D 000000 A00001582688

430102 130032987900021 113945.00
LLA :
AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

430302 130032987900020 35000.00
LLA :
AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

630101 1300399008 (3100000.00)
LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

MOD 20 Funding -3158055.00
Cumulative Funding 9768374.00

MOD 21 Funding 0.00
Cumulative Funding 9768374.00

MOD 22 Funding 0.00
Cumulative Funding 9768374.00

MOD 23 Funding 0.00
Cumulative Funding 9768374.00

MOD 24

440101 130047274700001 636193.00
LLA :
AT 1751319 15A9 251 SH500 0 050120 2D 000000 A00002683973

440301 130039881500003 500000.00

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LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

440501 130039881500004 296397.00

LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

630101 1300399008 (2098532.00)

LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

640101 130047274700002 30000.00

LLA :
AU 1751319 15A9 252 SH500 0 050120 2D 000000 A00002683973

640102 130039900800008 2098532.00

LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

MOD 24 Funding 1462590.00
Cumulative Funding 11230964.00

MOD 25 Funding 0.00
Cumulative Funding 11230964.00

MOD 26

440302 130047535800001 300000.00

LLA :
AV 1751611 8560 251 SH500 0 050120 2D 000000 A10002705232

630101 130039900800010 90000.00

LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

640102 130039900800008 (90000.00)

LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

MOD 26 Funding 300000.00
Cumulative Funding 11530964.00

MOD 27

430701 130039900800011 35322.00

LLA :
AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

430702 130032987900022 6055.00

LLA :
AN 1731319 15A9 252 SH500 0 050120 2D 000000 A00001582688

430901 130039881500005 6856.00

LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

MOD 27 Funding 48233.00
Cumulative Funding 11579197.00

MOD 28 Funding 0.00
Cumulative Funding 11579197.00

MOD 29 Funding 0.00
Cumulative Funding 11579197.00

MOD 30

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640102 130039900800008 (500000.00)
 LLA :
 AS 1741319 15A9 251 SH500 0 050120 2D 000000 A00002088085

MOD 30 Funding -500000.00
 Cumulative Funding 11079197.00

MOD 31

750101 130047535800004 379816.00
 LLA :
 AW 1761611 8560 251 SH500 0 050120 2D 000000 A30002705232

750301 130054723500001 350000.00
 LLA :
 AX 1761319 15A9 251 SH500 0 050120 2D 000000 A00003255369

950101 130054723500002 450000.00
 LLA :
 AX 1761319 15A9 251 SH500 0 050120 2D 000000 A00003255369

MOD 31 Funding 1179816.00
 Cumulative Funding 12259013.00

MOD 32

750302 130047274700003 630000.00
 LLA :
 AY 1751319 15A9 251 SH500 0 050120 2D 000000 A10002683973

950101 130054723500003 1024917.00
 LLA :
 AX 1761319 15A9 251 SH500 0 050120 2D 000000 A00003255369

950102 130047274700004 528083.00
 LLA :
 AY 1751319 15A9 251 SH500 0 050120 2D 000000 A10002683973

MOD 32 Funding 2183000.00
 Cumulative Funding 14442013.00

MOD 33 Funding 0.00
 Cumulative Funding 14442013.00

MOD 34 Funding 0.00
 Cumulative Funding 14442013.00

MOD 35

760101 130061273100001 522248.00
 LLA :
 AZ 1771611 8560 251 SH500 0 050120 2D 000000 A00003746426

760301 130061273100002 300000.00
 LLA :
 AZ 1771611 8560 251 SH500 0 050120 2D 000000 A00003746426

760302 130061634300002 300000.00
 LLA :
 BA 1761319 15A9 251 SH500 0 050120 2D 000000 A00003775966

960101 130061634300001 500000.00
 LLA :
 BA 1761319 15A9 251 SH500 0 050120 2D 000000 A00003775966

960102 130061717800001 1954000.00
 LLA :

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BB 1771319 15A9 251 SH500 0 050120 2D 000000 A00003784431

MOD 35 Funding 3576248.00
Cumulative Funding 18018261.00

MOD 36

760101 130061273100003 132935.00
LLA :
AZ 1771611 8560 251 SH500 0 050120 2D 000000 A00003746426

MOD 36 Funding 132935.00
Cumulative Funding 18151196.00

MOD 37

440701 1300472747 33807.00
LLA :
AT 1751319 15A9 251 SH500 0 050120 2D 000000 A00002683973

440901 130039881500007 3603.00
LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

MOD 37 Funding 37410.00
Cumulative Funding 18188606.00

MOD 38

960103 130066950900001 707000.00
LLA :
BC 1771804 8M4K 251 00024 0 050120 2D 000000 A00004168127

MOD 38 Funding 707000.00
Cumulative Funding 18895606.00

MOD 39 Funding 0.00
Cumulative Funding 18895606.00

MOD 40

770101 130061273100004 189171.00
LLA :
BD 1781611 8560 251 SH500 0 050120 2D 000000 A10003746426

770301 130061273100005 100000.00
LLA :
BD 1781611 8560 251 SH500 0 050120 2D 000000 A10003746426

970101 130061273100006 400000.00
LLA :
BD 1781611 8560 251 SH500 0 050120 2D 000000 A10003746426

MOD 40 Funding 689171.00
Cumulative Funding 19584777.00

MOD 41 Funding 0.00
Cumulative Funding 19584777.00

MOD 42

770102 130032714400006 378343.00
LLA :
BE 1781611 1227 251 SH500 0 050120 2D 000000 A20001562729

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MOD 42 Funding 378343.00
Cumulative Funding 19963120.00

MOD 43

770103 130072670800001 503428.00

LLA :
BG 1781319 15A9 251 SH500 0 050120 2D 000000 A00004603288

770302 130072670800002 1090000.00

LLA :
BF 1781319 15A9 251 SH500 0 050120 2D 000000 A10004603288

970101 130061273100007 100000.00

LLA :
BD 1781611 8560 251 SH500 0 050120 2D 000000 A10003746426

970102 130072670800003 25754.00

LLA :
BG 1781319 15A9 251 SH500 0 050120 2D 000000 A00004603288

MOD 43 Funding 1719182.00
Cumulative Funding 21682302.00

MOD 44 Funding 0.00
Cumulative Funding 21682302.00

MOD 45

780101 130076528100001 567514.00

LLA :
BH 1791319 15A9 251 SH500 0 050120 2D 000000 A00004886403

780301 130076528100002 281000.00

LLA :
BL 1791319 15A9 251 SH500 0 050120 2D 000000 A10004886403

980101 130076528100003 100000.00

LLA :
BL 1791319 15A9 251 SH500 0 050120 2D 000000 A10004886403

MOD 45 Funding 948514.00
Cumulative Funding 22630816.00

MOD 46

440501 130039881500008 (78036.00)

LLA :
AR 1741611 8560 251 SH500 0 050120 2D 000000 A00002087094

760701 130061273100009 34816.00

LLA :
BM 1791611 8560 251 SH500 0 050120 2D 000000 A30003746426

770701 130061273100010 10053.00

LLA :
BN 1791611 8560 251 SH500 0 050120 2D 000000 A40003746426

770702 130061273100008 20105.00

LLA :
BE 1781611 1227 251 SH500 0 050120 2D 000000 A20003746426

770703 130072670800004 3229.00

LLA :
BF 1781319 15A9 251 SH500 0 050120 2D 000000 A20004603288

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MOD 46 Funding -9833.00
Cumulative Funding 22620983.00

MOD 47

790101 130061273100013 9459.00
LLA :
BM 1791611 8560 251 SH500 0 050120 2D 000000 A30003746426

MOD 47 Funding 9459.00
Cumulative Funding 22630442.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (*Applicable to CLINs 4001 and 6001 Option CLINs (if exercised) 4003, 4005, 4009, 4101, 4103, 4105, 4201, 4203, 4205, 4301, 4303, 4305, 4401, 4403, 4405, 6003, 6005, 6101, 6103, 6105, 6201, 6203, 6205, 6301, 6303, 6305, 6401, 6403, 6405, 7501, 7503, 7505, 7507, 7509, 7601, 7603, 9501 and 9601*)

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

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
4001	742,431.89	25,985.11	
4005	54,184.09	815.91	
4103	85,185.36	803.64	
4105	586,138.67	8,841.33	
4205	427,512.76	6,474.24	
4303	426,448.72	4,551.28	
4305	679,631.86	10,301.14	
4403	791,549.55	8,450.45	
4405	215,098.03	3,262.97	
6001	1,067,217.00	0.00	
6201	424,864.00	0.00	
6401	1,538,532.00	0.00	
7601	633,027.05	22,155.95	
7603	579,710.15	20,289.85	
9501	2,003,000.00	0.00	
9601	3,161,000.00	0.00	

CPAF				
ITEM	EST.COST	BASE FEE	AWARD FEE	EST. POP THROUGH
4109	0.00	0.00	3,495.00	
4309	0.00	0.00	6,856.00	
4407	0.00	0.00	33,807.00	

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4409	0.00	0.00	3,603.00	
7607	0.00	0.00	34,816.00	

**Note that the amount allotted to fee is equal to the Target Fee specified in Section B for CPIF Items and is equal to the Fixed Fee specified in Section B for CPFF Items.*

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

(c) CLINs/SLINs 4101, 4201, 4203, 4301, 4401, 6101, 6301, 7501, 7503, 7701, 7703, 7801, 7803, 7901, 9701, 9801 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

ALLOTMENT OF FUNDS - ALTERNATE I (JAN 2008) (Applicable to CLIN 4007, Option CLINs (if exercised) 4009, 4107-4109, 4207-4209, 4307-4309 4407-4409, and 7507-7509)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in SECTION B. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO EST.COST</u>	<u>ALLOTTED TO BASE FEE</u>	<u>ALLOTTED TO AWARD FEE</u>	<u>ALLOTTED TO ESTIMATED PERIOD OF PERFORMANCE</u>
4007	N/A	N/A	\$38,379	
4009	N/A	N/A		
4107	N/A	N/A	N/A	
4109	N/A	N/A		
4207	N/A	N/A		
4209	N/A	N/A		
4307	N/A	N/A		
4309	N/A	N/A		
4407	N/A	N/A		
4409	N/A	N/A		

**Note that the above listed Items are Award Fee only. No amounts are allotted to cost or base fee for these Items. The amount allotted to Award Fee shall not exceed 5.50% of Target Costs for Labor CLINs 4001, 4405, 4101, 4105, 4201, 4205, 4301, 4305, 4401, 4405, 7501 and 7505.*

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

(c) CLINs/SLINs **4007, 4009, 4107, 4207, 4209** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE

In the event that this Task Order is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this Task Order is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **208,000** 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 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 **800** 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

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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:

$$\text{Fee Reduction} = \text{Fee} \left(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}} \right)$$

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

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Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(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.

(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

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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.

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

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

"EME Shock Qualification test articles"

The Government will not hold the Contractor responsible for damage to the GFE that may occur during the execution of the shock qualification scope of work.

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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 prior to proposal submission. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.216-10 INCENTIVE FEE (MAR 1997) (Cost Incentive Fee applicable to all CPIF type Labor CLINs)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less.

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The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by **thirty-five cents (\$.35)** [*Contracting Officer insert Contractor's participation*] for every dollar that the total allowable cost is less than the target cost or decreased by **thirty-five cents (\$.35)** [*Contracting Officer insert Contractor's participation*] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than **five and fifty one-hundredths (5.50)** [*Contracting Officer insert percentage*] percent or less than **zero and zero one-hundredths (0.00)** [*Contracting Officer insert percentage*] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

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(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
Base Year Surge and Special Studies (MATOA)	- NLT 12 months after Task Order Award
Option Year 1 CLINs (excluding Surge & Studies)	- NLT 12 MATOA
Option Year 1 Surge & Studies CLINs	- NLT 24 MATOA
Option Year 2 CLINs (excluding Surge & Studies)	- NLT 24 MATOA
Option Year 2 Surge & Studies CLINs	- NLT 36 MATOA
Option Year 3 CLINs (excluding Surge & Studies)	- NLT 36 MATOA
Option Year 3 Surge & Studies CLINs	- NLT 48 MATOA
Option Year 4 CLINs (excluding Surge & Studies)	- NLT 48 MATOA
Option Year 4 Surge & Studies CLINs	- NLT 54 MATOA
Option Year 5 CLINs (excluding Surge & Studies)	NLT 60 MATOA
Option Year 5 Surge & Studies CLINs	- NLT 72 MATOA

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

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

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continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008).

(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 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.*

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(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.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRLs

Attachment 1 - NDA Form

Attachment 2 - DD254 Revised Mod 25

Attachment 3 - PMS 500 Risk Management Plan, dated 05 May 2009

Attachment 4 - FADs for Task Order Award

Attachment 5: Financial Accounting Data Sheets for modification 02

Attachment 6: Financial Accounting Data Sheets for modification 03

Attachment 7: Financial Accounting Data Sheets for modification 06

Attachment 8: Financial Accounting Data Sheet for Modification 12

Attachment 9: ERP ME5A for Modification 15

Attachment 10: FAD for Modification 19