			1. CON	TRACT ID CODE	PAC	GE OF PAGES
AMENDMENT OF SOLICITATION/M				U	1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE			PURCHASE REQ. NO	D.	5. PROJECT NO. (If applicable)
30	20-Mar-2012			-7149-5092-996	(0)	N/A
6. ISSUED BY COD	N66604	/. ADIVI		ED BY (If other than Ite	iii 6)	CODE S0701A
NUWC, NEWPORT DIVISION			DCMA	HARTFORD		
Simonpietri Drive, Building 11			130 DA	ARLIN STREET		
Newport RI 02841-1706			EAST	HARTFORD CT 0	6108-323	4
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8. NAME AND ADDRESS OF CONTRACTOR (No	, street, county, State, and Zip Code	⁾		9A. AMENDMENT (OF SOLICITA	ATION NO.
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215 Parkway North				00 04750 (055.5	FF14.44)	
Waterford CT 06385				9B. DATED (SEE IT	IEM 11)	
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				10A. MODIFICATIO	ON OF CONT	RACI/ORDER NO.
			[X]			
				N00178-04-		1408
0.05.005				10B. DATED (SEE	,	
12201	ACILITY CODE			23-Jan-2008		
11. THIS	SITEM ONLY APPLIES TO A	MENDME	ENTS OF	SOLICITATIONS	<u> </u>	
The above numbered solicitation is amended a					is extended	, L]
Offers must acknowledge receipt of this amendmen						
(a) By completing Items 8 and 15, and returning or(c) By separate letter or telegram which includes a						
AT THE PLACE DESIGNATED FOR THE RECEIP						
virtue of this amendment you desire to change an		-	-	-	led each tele	egram or letter makes
reference to the solicitation and this amendment, at 12. ACCOUNTING AND APPROPRIATION DATA		our and date	e specified	l.		
	(
13. THIS ITE	M APPLIES ONLY TO MODIF	FICATION	IS OF C	ONTRACTS/ORD	ERS,	
	IES THE CONTRACT/ORDE					
(*) A. THIS CHANGE ORDER IS ISSUEI	PURSUANT TO: (Specify authorit	y) THE CH	ANGES S	ET FORTH IN ITEM 14	4 ARE MADE	IN THE CONTRACT ORDER
NO. IN ITEM 10A.						
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[X] B. THE ABOVE NUMBERED CONTRA appropriation date, etc.)SET FORTH IN					ucn as cnan	ges in paying office,
[] C. THIS SUPPLEMENTAL AGREEME	INTIS ENTERED INTO TORGOANT	TO AOTTIC	/KITT OI .			
[] D. OTHER (Specify type of modification	on and authority)					
	required to sign this document			ies to the issuing of		
14. DESCRIPTION OF AMENDMENT/MODIFICAT	ION (Organized by UCF section hea	dings, inclu	ding solicit	tation/contract subject i	matter where	feasible.)
SEE PAGE 2						
		1				
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NA	ME AND T	TITLE OF CONTRACTI	ING OFFICE	к (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B LIN	ITED STA	TES OF AMERICA		16C. DATE SIGNED
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		BY				20-Mar-2012
(Signature of person authorized to sign)		DI	(Signa	ture of Contracting Offi	icer)	
NSN 7540-01-152-8070	31	0-105		;	STANDARI	D FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0337, 601/J.

FSC: R414

NUWCDIVNPT Control #: 120350

NUWCDIVNPT Requisition #(s): N66604-7149-5092-996

NUWCDIVNPT POC:

The purpose of this modification is to change the COR for this task order.

SECTION G - Change the COR, as stated in Clause G10S, from

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Undersea Warfare \$0.00 Analysis Services

Support

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
1100	Option 2 (O&MN) (O&MN,N) Option			_	\$0.00
1110	Option 3 (O&MN) (O&MN,N) Option		_		\$0.00
1200	Base Period (RDT&E)	-			\$125,000.00

120001 A1 (RDT&E)

120002 A2 (RDT&E)

120003 A3 (RDT&E)

1210 Option 1 (RDT&E) \$304,323.00 (RDT&E)

121001 A4 (RDT&E)

121002 A5 (RDT&E)

121003 A6 (RDT&E)

121004 A7 (RDT&E)

121005 A8 (RDT&E)

121006 A9 (RDT&E)

121007 B1 (RDT&E)

121008 B2 (RDT&E)

121009 B3 (RDT&E)

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1300	Option 4 (Special Deposits-SPDP) (OTHER) Option	al T			-		\$0.00
1310	Option 5 (Special Deposits-SPDP) (OTHER) Option	al .	•				\$10,000.00
For OD	OC Items:						
Item		es Qty	Unit	Est. Cost			
3000	Prime and Subcontractor ODCs with Burder (no fee)	ıs		\$0.00			
3100	Option 2 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00			
3110	Option 3 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00			
3200	Base Period ODCs	1.0	LO	\$502.00			
320001	A1 (RDT&E)						
3210	Option 1 ODCs (RDT&E) (RDT&E)	1.0	LO	\$6,697.00			
321001	A4 (RDT&E)						
321002	2 A7 (RDT&E)						
3300	Option 4 ODCs (Special Deposits-SPDP) (OTHER) Option	1.0	LO	\$503.00			
3310	Option 5 ODCs (Special Deposits-SPDP) (OTHER) Option	1.0	LO	\$697.00			
For Co	ost Type Items:						
4000	Undersea Warfare Analysis Service Support						\$0.00
Item	Supplies/Service	es Qty	Unit	Est. Cost	Fixed F	'ee	CPFF

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4120	Option 10 (O&MN)			\$48,000.00
412001	B9 (O&MN,N)			
4130	Option 11 (O&MN) (O&MN,N) Option			\$10,000.00
4140	Option 12 (O&MN) (O&MN,N) Option			\$10,000.00
4150	Option 13 (O&MN) (O&MN,N) Option			\$18,763.00
4220	Option 6 (RDT&E) (RDT&E)			\$300,981.00
422001	B5 (RDT&E)			
422002	B7 (RDT&E)			
422003	B8 (RDT&E)			
422004	C1 (RDT&E)			
4230	Option 7 (RDT&E) (RDT&E)			\$200,000.00
423001	C2 (RDT&E)			
423002	C3 (RDT&E)			
4240	Option 8 (RDT&E) (RDT&E) Option			\$200,000.00
4250	Option 9 (RDT&E) (RDT&E) Option			\$92,396.00
4320	Option 14 (Special Deposits-SPDP) (OTHER) Option			\$30,000.00
4330	Option 15 (Special Deposits-SPDP) (OTHER) Option			\$35,000.00

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4340	Option 16 (Special Deposits-SPDP) (OTHER) Option	-		\$35,000.00
4350	Option 17 (Special Deposits-SPDP) (OTHER) Option	-		\$26,144.00
4400	OPTION 18 NWCF (OTHER) Option			\$41,306.00
4410	OPTION 19 NWCF (OTHER)			\$273,142.00
441001	B6 (OTHER)			
441002	B6 (OTHER)			
441003	B6 (OTHER)			
4420	OPTION 20 NWCF (OTHER)			\$280,433.00
442001	B6 (OTHER)			
442002	B6 (OTHER)			
442003	B6 (OTHER)			
4430	OPTION 21 NWCF (OTHER)			\$290,994.10
443001	B6 (OTHER)			
443002	FY of Funding: 2012 Type of Money: NUWC G&A NWCF Customer Code: 601 Sponsor: NUWC TI#: TI-001-N40 (OTHER)	8		
4440	OPTION 22 NWCF (OTHER) Option			\$100,193.00

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Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Prime and Subcontractor ODCs with Burdens (no fee)			\$0.00
6120	Option 10 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00
6130	Option 11 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00
6140	Option 12 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00
6150	Option 13 ODCs (O&MN) (O&MN,N) Option	1.0	LO	\$0.00
6220	Option 6 ODCs (RDT&E)	1.0	LO	\$725.00
622001	B4 (RDT&E)			
6230	Option 7 ODCs (RDT&E)	1.0	LO	\$753.00
623001	C2 (RDT&E)			
6240	Option 8 ODCs (RDT&E) (RDT&E) Option	1.0	LO	\$781.00
6250	Option 9 ODCs (RDT&E) (RDT&E) Option	1.0	LO	\$167.00
6320	Option 14 ODCs (Special Deposits-SPDP) (OTHER) Option	1.0	LO	\$725.00
6330	Option 15 ODCs (Special Deposits-SPDP) (OTHER) Option	1.0	LO	\$753.00
6340	Option 16 ODCs (Special Deposits-SPDP) (OTHER) Option	1.0	LO	\$781.00
6350	Option 17 ODCs (Special	1.0	LO	\$167.00

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	Deposits-SPDP) (OTHER) Option			
6400	OPTION 18 NWCF (OTHER) Option	0.0 LH	\$0.00	
6410	OPTION 19 NWCF (OTHER)	1.0 LO	\$5,000.00	
6410	01 B6 (OTHER)			
6410	02 B6 (OTHER)			
6420	OPTION 20 NWCF (OTHER)	1.0 LO	\$5,100.00	
6420	01 B6 (OTHER)			
6430	OPTION 21 NWCF (OTHER)	1.0 LO	\$5,200.00	
6430	01 B6 (OTHER)			
6440	OPTION 22 NWCF (OTHER) Option	1.0 LH	\$5,500.00	

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B30S LEVEL OF EFFORT - TERM (MAR 2010)

CONTRACT NO.

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

Period / Type Funds	CLINs	Contractor Site	Government Site
RDT&E			
Base / RDT&E	1200		
Option 1 / RDT&E	1210		
Option 6 / RDT&E	4220		
Option 7 / RDT&E	4230		
Option 8 / RDT&E	4240		
Option 9 / RDT&E	4250		
O&MN			
Option2/O&MN	1100		
Option 3 / O&MN	1110		
Option 10 / O&MN	4120		
Option 11 / O&MN	4130		
Option 12 / O&MN	4140		
Option 13 / O&MN	4150		
<u>SPDP</u>			
Option 4 / SPDP	1300		
Option 5 / SPDP	1310		
Option 14 / SPDP	4320		
Option 15 / SPDP	4330		
Option 16 / SPDP	4340		
Option 17 / SPDP	4350		
NWCF			

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Option 18 / NWCF	4400	
Option 19 / NWCF	4410	
Option 20 / NWCF	4420	
Option 21 / NWCF	4430	
Option 22 / NWCF	4440	
	TOTAL	

The term of each CLIN is defined in section F of the task order.

- (b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.
- (c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.
- (d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:
- (1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or
- (2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

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

- (e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;
- (1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.
- (f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.
- (1) The total number of man-hours of direct labor expended;
- (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;
- (3) The Contractor's estimate of the total allowable cost incurred under the task order.
- (4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

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

	Option No.	Line Items	Exercise Date - No Later Than
--	------------	------------	----------------------------------

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RDT&E	1	1
1	1210 & 3210	2008 DEC 31
6	4220 & 6220	2009 DEC 31
7	4230 & 6230	2011 MAR 25
3	4240 & 6240	2011 DEC 31
)	4250 & 6250	2012 NOV 15
O&MN		
2	1100 & 3100	2008 APR 30
3	1110 & 3110	2008 DEC 31
10	4120 & 6120	2010 JUL 30
11	4130 & 6130	2010 DEC 31
12	4140 & 6140	2011 DEC 31
13	4150 & 6150	2012 NOV 15
SPDP		
4	1300 & 3300	2008 APR 30
5	1310 & 3310	2008 DEC 31
14	4320 & 6320	2009 DEC 31
15	4330 & 6330	2010 DEC 31
16	4340 & 6340	2011 DEC 31
17	4350 & 6350	2012 NOV 15
NWCF		
18	4400	2009 AUG 15
19	4410 & 6410	2010 JAN 1
20	4420 & 6420	2011 JAN 1
21	4430 & 6430	2012 JAN 1
22	4440 & 6440	2013 JAN 1

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

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

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

- (a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort Term.
- (b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Undersea Warfare Analysis Services

1.0 BACKGROUND

The Undersea Warfare Analysis Department Code 60 receives tasking from a variety of sponsors (e.g., PMS-398, PMS-401, PMS-450, PMS-420, PMS-500, PMS-501, OPTEVFOR, OPNAV, PEO-IWS, PEO-SUBS, and PEO-SHIPS) to conduct analysis and assessments of platforms and systems in support of acquisition and modernization programs (e.g., Virginia, DDG-1000, SSGN) and USW Analysis Projects. Code 60's primary tool used to conduct these tasks is SIM II. This tool has been used extensively throughout the lifecycle of these fielded Fleet capabilities and acquisition programs.

1.1 Undersea Warfare Analysis Overview

The capability to conduct relevant and representative warfare analysis is a fundamental responsibility and technical leadership area of the Naval Undersea Warfare Center (NUWC). Effective warfare analysis is a crucial component for the success of the Center. Warfare analyses provide the insights that enable the Center to most effectively apply our limited resources to address fleet needs for today and for tomorrow.

The mission of Code 60 is to provide the analysis information that enables NUWC Division, Newport to:

- Understand and help shape the emerging war-fighting context
- Develop rationale for the start and continuation of relevant programs
- Lead formulation of investment trades and strategies

1.2 SIM II Overview

SIM II is a dynamic naval engagement model developed and used by Code 60 to generate USW performance data and metrics for warfare analysis studies. Because this tool has been in use for dozens of years, there is a significant amount of legacy inputs, tactics, and data that needs to be understood while using the tool. The following lists the major attributes of SIM II:

- It is a multi-platform, multi-sensor, variable tactic Monte Carlo simulation used to model surface ships, submarines, aircraft, unmanned vehicles, weapons and countermeasures.
- SIM II evaluates platform performance through the entire engagement evolution including search, detection, classification, avoidance, approach, localization, fire control targeting, weapons firing, counterattacks, evasion and re-engagement.
- To provide for end-to-end simulations (simulations that run through weapon engagements), SIM II has been integrated with the Scenario Structured Torpedo Requirements Model (SSTORM) and the Technical Requirements Model (TRM).
- Overall metrics are unlimited but generally include probability of detection, classification, kill and counter-kill, along with their respective ranges plus items such as search rate, engagement rate, and exchange ratio.

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- SIM II has its own tactics language that is used to model scenarios through which tactical decisions are made and executed based on mission objectives and available information and data.
- There are many auxiliary software tools for setting up and submitting SIM II runs, extracting key data metrics from SIM II output, examining SIM II input parameters and graphically displaying output data such as single case engagements.

1.3 USWAL Overview

The Code 60 Undersea Warfare Analysis Laboratory (USWAL) is a high performance classified computer facility that provides the infrastructure for the development and execution of high fidelity performance models and simulations (such as SIM II), the storage of data, connectivity to external secure facilities, and working areas for analysts and software developers.

2.0 SCOPE

This Statement of Work describes the tasks to be performed by the Contractor in support of undersea warfare (USW) analysis activities at NUWC Division Newport, Rhode Island, Undersea Warfare Analysis Department (Code 60). USW analysis activities include:

- · Conducting warfare analysis studies in the USWAL to define current and future force, platform and system performance in order to understand the emerging warfare context, and developing rationale for programs to meet relevant needs.
- Generation of naval engagement simulation data using SIM II, SSTORM and TRM including development of simulation inputs based on researching platform and system specifications, designing and implementing operational tactics using the SIM II tactics language, and executing SIM II and its auxiliary programs.
- · Conducting analysis of at-sea measured data, exercises, and real-world events for tasks such as model validation, exercise planning and Fleet performance analysis.

3.0 APPLICABLE DOCUMENTS

- 3.1 The following includes guides, directions, and written standards to which the Contractor shall adhere in performing the work under this task order:
 - a. "SIM II: Software Standards
 - b. "SIM II: Software Configuration Management Procedures"
 - c. "USWAL Policies and Procedures"
 - d. "SIM II Study Planning Policies and Procedures"
- 3.2 The following documentation is required for the performance of this task:
 - a. "SIM II: User Reference Manual"
 - b. "SIM II Software Requirements Description (SRD): Template"
- 3.3 The following software is required for the performance of this task:
- a. SIM II and auxiliary programs, resident on the Code 60 USWAL computers
- b. SIM II legacy tactics resident on the Code 60 USWAL computers

The Contractor shall have access to government furnished information upon award of the task order.

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4.0 REQUIREMENTS

The Contractor shall perform the following tasks in accordance with paragraph 3.3 in the SeaPort-E basic contract statement of work.

4.1 WARFARE ANALYSIS STUDY SUPPORT

The Contractor shall provide USW analysis support to Code 60 using SIM II (not an acronym), Scenario Structured Torpedo Operations Requirements Model (SSTORM), Technical Requirements Model (TRM), Interactive Multi-Sensor Analysis Training (IMAT), Submarine Fleet Mission Performance Library (SFMPL), Sensor Tactical Decision Aid (STDA) and other modeling and simulation tools. The Contractor shall conduct the following tasks in accordance with technical instructions in the form of Appendix B of applicable document 3.1.d. The technical instructions will specify the types of systems to be modeled, the types of tactics the platforms will execute, and the number of scenarios that need to be run.

- 4.1.1 The Contractor shall generate Master Control Program (MCP) input files and run Level1 to initiate SIM II runs. These MCP files shall reference:
 - own-ship platforms and sensor suites
 - o own-ship tactics
 - threat platforms and sensor suites
 - threat tactics
 - scenario environments
 - o scenario parameters (depths, speeds, etc.)
- 4.1.2 The Contractor shall generate SSTORM input files for environments.
- 4.1.3 The Contractor shall analyze input data (threat and U.S. characteristics (platform, sensor, weapon), operational tactics (platform, force, campaign), and environmental descriptions (oceanographic and atmospheric)) used for the models.
- 4.1.4 The Contractor shall develop new own-ship and threat submarine tactics. The Contractor shall interact with Government warfare analysts in the USWAL, and review Navy Tactics, Techniques and Procedures documents (NTTPs). The Contractor shall develop the tactics in the SIM II tactics language and confirm they are working by reviewing output using Trackplot. Examples of new tactics are the integration of the latest generation of approach and attack tactics in SIM II legacy scenarios. The Contractor shall integrate all tactics into the SIM II tactics library located on the USWAL file server.
- 4.1.5 The Contractor shall troubleshoot and remedy legacy SIM II submarine tactics and subroutines when errors are discovered.
- 4.1.6 The Contractor shall modify legacy tactics, in order to change parameters such as snorkel times, initial positions, and number of countermeasures used.
- 4.1.7 The Contractor shall add tactical dump codes and extract new metrics using Reduct and awk (scripting languages). Examples of the types of changes the Contractor may have to make using dump codes, reduct and awk to extract additional metrics for a study, include SSTORM shot selection, median number of countermeasures used, and average time remained covert.
- 4.1.8 The Contractor shall execute Excel Macros, in order to collect and display SIM II output data.

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- 4.1.9 The Contractor shall run SIM II scenarios using operational test conditions taking into account safe operating envelope and prevention of mutual interference.
- 4.2.0 The Contractor shall analyze SIM II results and run SIM II excursion scenarios, in order to examine sensitivities.
- 4.2.1 The Contractor shall modify legacy scripts, in order to incorporate changes in SIM II execution process.
- 4.2.2 The Contractor shall perform analysis of at-sea performance data, exercise planning, and post exercise analysis by extracting at-sea data from various sources and using measures and historical data as available for inputs. Examples of exercise planning support include selection of platform operating locations, depths, speeds, and exercise geometries.
- 4.2.3 The Contractor shall analyze surface ship ASW technology performance.
- 4.2.4 The Contractor shall evaluate requirements and ship concepts.
- 4.2.5 The Contractor shall provide methodologies to assess the effectiveness of the organic sensor systems, alternate ASW technologies, and torpedo defense.

4.3 DELIVERABLE PRODUCTS

- 4.3.1 The Contractor shall deliver an annotated Microsoft PowerPoint file that describes the tactics, assumptions, results and insights for the study in accordance with CDRL Item A001. Any output data of models and simulations (M&S) used in the study shall reside on the USWAL file server with its directory location specified in the deliverable cover letter.
- 4.3.2 Performance Standard: The modeling and simulation conducted is completed in a timely manner. Analysis results and output data of M&S used in the study will be credible and high quality. Presentations will follow current NUWCDIVNPT presentation requirements and will be delivered in a timely manner.

5.0 PROGRESS REPORTS

The Contractor shall provide monthly status reports in accordance with Clause C16 Cost Performance Reporting (May 2001). These reports shall document the technical and financial status, including a list of data deliverables provided during each monthly reporting period.

QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in 3.0 Applicable Documents (GFI). Responsiveness will be evaluated based upon the Government's experience interacting with the Contractor during performance. Timeliness will be evaluated based on the Contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the Contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (NOV 2011)

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- (a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.
- (c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

- a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.
 - b) WAWF: See Clause HQ G-2-0007.

(2) Format.

- a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.
- b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.
- (3) <u>Scope and Content</u>. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.
- a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

- (i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).
- (ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.
- (iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

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- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.
 - (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

- a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.
- b) <u>Distribution Statement</u>. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.
- (d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C24S SECURITY REQUIREMENTS (OCT 2004)

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

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: http://www.opm.gov/forms/index.asp

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx

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- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf
- (d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf
- e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT to be contrary to the public interest orinconsistent with the best interests of national security.

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

In accordance with Section E of the MAC contract, the following cost reimbursement clause is herebyincorporated by reference:

FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

The following clauses are hereby incorporated in full text:

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.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) ALL LABOR CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) ora designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

Item	Line Items	Performance Period
RTD&E		
Base	1200 & 3200	1/23/08-10/19/08
Opt 1	1210 & 3210	10/20/08-9/30/09
Opt 6	4220 & 6220	11/24/09-9/30/10
Opt 7	4230 & 6230	3/25/11-9/30/11
Opt 8	4240 & 6240	10/1/11-9/30/12*
Opt 9	4250 & 6250	10/1/12-1/22/13*
O&MN		
Opt 2	1100 & 3100	1/24/08-9/30/08*
Opt 3	1110 & 3110	10/1/08-9/30/09*
Opt 10	4120 & 6120	7/27/10-9/30/10*
Opt 11	4130 & 6130	10/1/10-9/30/11*
Opt 12	4140 & 6140	10/1/11-9/30/12*
Opt 13	4150 & 6150	10/1/12-1/22/13*
<u>SPDP</u>		
Opt 4	1300 & 3300	1/24/08-9/30/08*
Opt 5	1310 & 3310	10/1/08-9/30/09*
Opt 14	4320 & 6320	10/1/09-9/30/10*
Opt 15	4330 & 6330	10/1/10-9/30/11*
Opt 16	4340 & 6340	10/1/11-9/30/12*
Opt 17	4350 & 6350	10/1/12-1/22/13*
<u>NWCF</u>		
Opt 18	4400	6/30/09-9/30/09*
Opt 19	4410 & 6410	12/28/09-9/30/10
Opt 20	4420 & 6420	10/1/10-9/30/11
Opt 21	4430 & 6430	10/1/11-9/30/12
Opt 22	4440 & 6440	10/1/12-1/22/13*

^{*} If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

F18S DELIVERY AT DESTINATION (JUN 2004)

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

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Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

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

F30S PLACE OF PERFORMANCE (APR 2005)

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

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SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.

- (a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.
- (b) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable, and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.
- (c) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs and SLIN numbers shown on each individual invoice, including attached data.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2011)

- (a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.
- (b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel that would constitute a change unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.
- (c) The Contracting Officer is:

Name:		
Telephone: Commerci	al	; DSN
Fax Commercial:	DSN	:

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Email:				
(d) The Task Order Nego	tiator is:			
(a) The Task Gradi Nego	ilator is.			
Name:				
Telephone: Commercial	; DSN			
Fax Commercial:	DSN:			
Email:				
	<u> </u>			
(e) Ombudsman for the	Naval Undersea Warfare C	Center Division, Newport, RI, is:		
Name:				
Telephone Commercial:	DSN:			
Fax Commercial:	DSN:			
Email:				
	_			
(f) The Contracting Office	r's Representative (COR) t	this task order is:		
Name:				
Code:				
Mailing Address:				
Telephone: Commercial	; DSN			
Email:				

The COR is responsible for those specific functions assigned in the COR Appointment letter.

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G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)
CONTRACTORS: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:
Name:
Title: Principal Analyst
Mailing Address:
E-mail Address:
Telephone:
FAX:
G17S COR APPOINTMENT (JUN 2010)
(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:
Name:
Code:
Mailing Address:
Telephone:
Commercial

- (b) The COR is responsible for those specific functions assigned in the Task Order Administration Plan, attached.
- (c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

Name: None.

(d) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter

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deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

- (a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.
- (b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).
- (2) The function of FAR 42.302(b)(6).
- (c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter. Appointment Letter.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

- (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
Invoice (FFP Supply & Service)
Invoice and Receiving Report Combo (FFP Supply)
Invoice as 2-in-1 (FFP Service Only)

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	cher (Cost Reimbursable g Report (FFP, DD250 On	·		
DODAAC Cod		Acceptance Locations (contract	ting officer	r
Issue DODAA	C	N66604		
Admin DODA	AC	S0701A		
Pay Office DO	DAAC	HQ0337		
Inspector DOD	DAAC	Leave Blank		
Service Accept	tor DODAAC	Leave Blank		
Service Appro	ver DODAAC	N66604		
Ship To DODA	AAC	Leave Blank		
DCAA Audito	r DODAAC	HAA661		
Inspection Loca	ation	Leave Blank		
Acceptance Lo	cation	Leave Blank		

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

- (e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.
- (f) 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

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submitted into WAWF.

Send Additional Email Noti	ification To:	

(g) 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.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact,

. For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail only if you cannot get the answer through the WAWF Website.

Accounting Data SLINID PR Number Amount 120001 N66604-7351-4090 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 60100X434038 Standard Number: 0105043 320001 N66604-7351-4094 T.T.A : A1 97X4930.NH6A 000 77777 0 066604 2F 000000 60100X434038 Standard Number: 0105043 BASE Funding Cumulative Funding MOD 01 120002 N66604-8168-2636 LLA : A2 97X4930.NH6A 000 77777 0 066604 2F 000000 60100D434248 Standard Number: 0105043 MOD 01 Funding Cumulative Funding MOD 02 120003 N66604-8205-0242 A3 97X4930.NH6A 000 77777 0 066604 2F 000000 60100W243108 Standard Number: 0105043 MOD 02 Funding Cumulative Funding MOD 03 121001 N66604-8282-9448

A4 97X4930.NH6A 000 77777 0 066604 2F 000000 60100X168019

LLA :

Standard Number: 0105043

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321001 N66604-8282-9453

LLA :

A4 97X4930.NH6A 000 77777 0 066604 2F 000000 60100X168019

Standard Number: 0105043

MOD 03 Funding

Cumulative Funding

MOD 04

121002 N66604-8315-3611

LLA

A5 97X4930.NH6A 000 77777 0 066604 2F 000000 60100X434039

Standard Number: 0105043

MOD 04 Funding

Cumulative Funding

MOD 05

121003 N66604-8322-4442

LLA :

A6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A168019

Standard Number: 0105043

MOD 05 Funding

Cumulative Funding

MOD 06

121004 N66604-9008-2975

LLA :

A7 97X4930.NH6A 000 77777 0 066604 2F 000000 60100V161819

Standard Number: 0105043

321002 N66604-9009-3111

LLA

A7 97X4930.NH6A 000 77777 0 066604 2F 000000 60100V161819

Standard Number: 0105043

MOD 06 Funding

Cumulative Funding

MOD 07

121005 N66604-9124-4019

LLA :

A8 97X4930.NH6A 000 77777 0 066604 2F 000000 60100E270919

Standard Number: 0105043

MOD 07 Funding

Cumulative Funding

MOD 08

121006 N66604-9133-6022

LLA :

A9 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A434039

Standard Number: 0105043

MOD 08 Funding

Cumulative Funding

MOD 09

121007 N66604-9173-2597

LLA :

B1 97X4930.NH6A 000 77777 0 066604 2F 000000 60100V256259

Standard Number: 0105043

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MOD 09 Funding Cumulative Funding

MOD 11

121008 N66604-9173-2600

LLA :

B2 97X4930.NH6A 000 77777 0 066604 2F 000000 60100V168319

Standard Number: 0105043

MOD 11 Funding Cumulative Funding

MOD 12

121009 N66604-9230-2565

LLA :

B3 97X4930.NH6A 000 77777 0 066604 2F 000000 60100E250929

Standard Number: 0105043

MOD 12 Funding Cumulative Funding

MOD 13

422001 N66604-9316-4800

LLA :

B5 97X4930.NH6A 000 77777 0 066604 2F 000000 60100V169600

Standard Number: 0105043

622001 N66604-9316-4798

LLA :

B4 97X4930.NH6A 000 77777 0 066604 2F 000000 60100E266250

Standard Number: 0105043

MOD 13 Funding Cumulative Funding

MOD 14

422002 N66604-9342-8168

LLA :

B7 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A161700

Standard Number: 0105043

441001 N66604-9338-7540

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

641001 N66604-9338-7539

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 14 Funding Cumulative Funding

MOD 15

441002 N66604-0013-2433

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 15 Funding Cumulative Funding

MOD 16

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441003 N66604-0138-1067

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

641002 N66604-0138-1068

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 16 Funding

Cumulative Funding

MOD 17

422003 N66604-0174-6023

LLA :

B8 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A161600

Standard Number: 0105043

MOD 17 Funding

Cumulative Funding

MOD 18

412001 N66604-0195-9001

LLA :

B9 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A469300

Standard Number: 0105043

422004 N66604-0196-9306

LLA :

C1 97X4930.NH6A 000 77777 0 066604 2F 000000 60100A434030

Standard Number: 0105043

MOD 18 Funding

Cumulative Funding

MOD 19 Funding

Cumulative Funding

MOD 20

442001 N66604-0245-8892

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

642001 N66604-0251-9345

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 20 Funding

Cumulative Funding

MOD 21

 $442002 \qquad {\tt N66604-1046-5342}$

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 21 Funding

Cumulative Funding

MOD 22

423001 N66604-1068-8790

LLA :

C2 97X4930.NH6A 000 77777 0 066604 2F 000000 60100K241021

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Standard Number: 0105043

623001 N66604-1068-8792

LLA :

C2 97X4930.NH6A 000 77777 0 066604 2F 000000 60100K241021

Standard Number: 0105043

MOD 22 Funding

Cumulative Funding

MOD 23

423002 N66604-1105-5412

LLA :

C3 97X4930.NH6A 000 77777 0 066604 2F 000000 60100CM88841

Standard Number: 0105043

MOD 23 Funding

Cumulative Funding

MOD 24

442003 N66604-1122-8020

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 24 Funding

Cumulative Funding

MOD 25

443001 N66604-1165-4908

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

643001 N66604-1173-6581

LLA :

B6 97X4930.NH6A 000 77777 0 066604 2F 000000 60100760G400

Standard Number: 0105043

MOD 25 Funding

Cumulative Funding

MOD 26 Funding

Cumulative Funding

MOD 27 Funding

Cumulative Funding

MOD 28 Funding

Cumulative Funding

MOD 29

443002 1300249272

LLA :

 ${\tt C4~97X4930~NH6A~252~77777~0~050120~2F~000000~A00001052485}$

MOD 29 Funding

Cumulative Funding

MOD 30 Funding

Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

- (a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of 1 year after the term of this task order.
- (b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Task Order Ordering Officer. The Contractor also agrees that it shall promptly notify the Task Order Ordering Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.
- (c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.
- (d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.
- (e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Task Order Ordering Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Task Order Ordering Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Task Order Ordering Officer of this task order. The contractor shall notify the Task Order Ordering Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Task Order Ordering Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.
- (f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.
- (g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

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- (h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.
- (i) This clause applies to Statement of Work tasks: 4.1.1 through 4.2.5.
- * Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

- (a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.
- (b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.
- (c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.
- (d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.
- (f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.
- (g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.
- (h) This clause applies to Statement of Work tasks: 4.1.1 through 4.2.5.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

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(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

Name:

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

- (a) The Government shall furnish Government property to the Contractor for use in connection with this task order.
- (1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location:
- (2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.
- (b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.
- (c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

- (a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.
- (b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a

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passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H100S PERFORMANCE BASED CONTRACTING PRICE REDUCTION FIXED PRICE (APR 2005)

The Government shall reduce the fixed price of the corresponding task order line item when services are not performed or do not meet task order requirements. The Government shall provide written notification to the contractor detailing the lack of performance or non-compliance with the Performance Requirements Summary Table and the Incentive Plan, Attached to this order. The Government shall reduce the task order line item up to 5% per performance period.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
				9/30/12
443002				3/1/12-9/30/12

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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.

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As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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SECTION I CONTRACT CLAUSES

The following clauses are hereby incorporated by reference:

I. DFARS:

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

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

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

II. FAR:

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-11 PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

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SECTION J LIST OF ATTACHMENTS

Exhibits:

A. DD1423 - Contract Data Requirements List (CDRLs)

Attachments:

Final DD254 - Contract Security Classification Specification

DD254 - Contract Security Classification Specification (Blk 14 continued)

Listing of Government Furnished Property (GFP)

Contractor Tempest Questionairre

Task Order Administration Plan