

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 81	3. EFFECTIVE DATE 16-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 emily.glazman@navy.mil 540-653-4306	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
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emily.glazman@navy.mil 540-653-4306

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-0015
		10B. DATED (SEE ITEM 13) 16-Jun-2005
CAGE CODE 5UTP8	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, is required to sign this document and return ___ 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) Kathryn B Hall, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kathryn B Hall (Signature of Contracting Officer)	16C. DATE SIGNED 16-Feb-2012
(Signature of person authorized to sign)			

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GENERAL INFORMATION

PURPOSE: The purpose of this modification is to correct administrative (minor mathematical and administrative errors) in Section B, CLIN values for cost and fee in CLINS 0001AA, 0001BA, 0001CA, 0001DA and 0004AA. The total values of these CLINS are unchanged.

MODIFICATION:

1. In Section B, CLINS 0001AA, 0001BA, 0001CA, 0001DA and 0004DA are amended to change cost and fee breakout, however the total values remain unchanged. The value changes bring Section B in line with the fee finalization accomplished in Modification 80.
2. A conformed copy of this Task Order is attached to this modification.

AID: 128514

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED]

The total value of the order is hereby increased from [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001						\$66,950,126.00
0001AA	Training Systems Engineering Services support for the Center for Surface Combat Systems (CSCS) - Base Year (06/16/05-06/15/06). (TBD)	█	█	█	█	\$12,979,327.00
0001AB	Training Systems Engineering Services support for the CSCS - FMS Japan. Base Year 06/16/05-06/15/06 (FMS Case #JA-P-L SU)	█	█	█	█	\$258,003.00
0001AC	Training Systems Engineering Services support for the CSCS - FMS Spain. Base Year 06/16/05-06/15/06 (FMS Case #SP-P-L FG)	█	█	█	█	\$117,588.00
0001AD	Training Systems Engineering Services support for the CSCS - FMS Norway. Base Year 06/16/05-06/15/06 (FMS Case #NO-P-G DC)	█	█	█	█	\$120,999.00
0001AE	Training Systems Engineering Services support for the CSCS - FMS South Korea. Base Year 06/16/05-06/15/06 (FMS Case #KS-P-L PN)	█	█	█	█	\$134,963.00
0001AF	Training Systems Engineering	█	█	█	█	\$160,798.00

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support for the
Center for
Surface Combat
Systems (CSCS) -
Base Year
(06/16/05 -
09/30/05).
NAVSEA OMN Funds
(O&MN,N)

0001BA	Training Systems Engineering Services support for the CSCS - Option Period 1 (06/16/06-06/15/0 7). (TBD)	■ ■ ■■■■■■	■■■■■	\$14,386,034.00
0001BB	Training Systems Engineering Services support for the CSCS - FMS Japan. Option 1 (FMS Case #JA-P-L TS)	■ ■ ■■■■■■	■■■■■	\$282,375.00
0001BC	Training Systems Engineering Services support for the CSCS - FMS Spain. Option 1 (FMS Case #SP-P-L FG)	■ ■ ■■■■■■	■■■■■	\$100,572.00
0001BD	Training Systems Engineering Services support for the CSCS - FMS Norway. Option 1 (FMS Case #NO-P-G DC)	■ ■ ■■■■■■	■■■■■	\$82,097.00
0001BE	Training Systems Engineering Services support for the CSCS - FMS South Korea. Option 1 (FMS Case #KS-P-L PN)	■ ■ ■■■■■■	■■■■■	\$235,178.00
0001BF	Training Systems Engineering Support for the Center for Surface Combat Systems (CSCS) - Option Period 1 (09/27/06 - 09/26/07). (TBD)	■ ■ ■■■■■■	■■■■■	\$899,426.00

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0001BG	Training Systems Engineering Services Support for the CSCS - US FMS Support. Option Period 1 (06/16/06-06/15/07) (TBD)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$23,257.00
0001BH	Training Systems Engineering Services support for CSCS - FMS Australia. Option Period 1 (06/16/06 - 06/15/07). (FMS Case #AT-P-G ZT)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$20,000.00
0001BJ	Training Systems Engineering support for the CSCS - FMS Greece. Option Period 1 (06/16/06 - 06/15/07) (FMS Case #00-0-000)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$20,000.00
0001CA	Training Systems Engineering Services support for the CSCS - Option Period 2 (06/16/07-06/15/08). (TBD)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$16,877,437.00
0001CB	FMS-Japan, Option Period 2 in accordance with Section C. (FMS Case #JA-P-LTS)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$264,025.00
0001CC	FMS-Spain, Option Period 2 in accordance with Section C (FMS Case #SP-P-LFG)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$115,897.00
0001CD	FMS-Norway, Option Period 2 in accordance with Section C (FMS Case #NO-P-GDL)	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$95,244.00
0001CE	FMS-South Korea, Option Period 2 in accordance with Section C	■ ■	■ ■ ■ ■	■ ■ ■ ■	\$184,482.00

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(FMS Case #KS-P-L
PN)

0001CG	FMS-Australia, Option Period 2 in accordance with Section C (FMS Case #AT-P-G ZT)	■ ■	■	■	\$214,746.00
0001DA	Training Systems Engineering Services support for the CSCS - Option Period 3 (06/16/08-06/15/0 9). (TBD)	■ ■	■	■	\$18,880,337.00
0001DB	FMS-Japan, Option Period 3 in accordance with Section C. (FMS Case #JA-P-F IH)	■ ■	■	■	\$148,000.00
0001DC	FMS-Spain, Option Period 3 in accordance with Section C (FMS Case #SP-P-L FZ)	■ ■	■	■	\$91,193.00
0001DD	FMS-Norway, Option Period 3 in accordance with Section C (FMS Case #NO-P-G DL)	■ ■	■	■	\$86,234.00
0001DE	FMS-South Korea, Option Period 3 in accordance with Section C (FMS Case #KS-P-L PN)	■ ■	■	■	\$171,914.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
0003				■
0003AA	Other Direct Costs (ODCs) for the Base Year. (TBD)	1.0	LO	■
0003AB	ODCs for FMS Japan Support. Base Year 06/16/05-06/15/06	1.0	LO	■

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(FMS Case #JA-P-L
SU)

0003AC	ODCs for FMS Spain Support. Base Year (FMS Case #SP-P-L FG)	1.0	LO	██████████
0003AD	ODCs for FMS Norway Support. Base Year (FMS Case #NO-P-G DC)	1.0	LO	██████████
0003AE	ODCs for FMS South Korea Support. Base Year (FMS Case #KS-P-L PN)	1.0	LO	██████████
0003AF	Other Direct Costs (ODCs) for SLIN 0001AF - Base Year. (06/16/05 - 09/30/05) NAVSEA OMN Funds. (O&MN,N)	1.0	LO	██████████0
0003BA	ODCs for Option Period 1. (TBD)	1.0	LO	██████████
0003BB	FMS JAPAN ODC's - Option 1. (FMS Case #JA-P-L TS)	1.0	LO	██████████
0003BC	FMS SPAIN ODC's - Option 1. (FMS Case #SP-P-L FG)	1.0	LO	██████████
0003BD	FMS Norway ODC's - Option 1. (FMS Case #NO-P-G DC)	1.0	LO	██████████
0003BE	FMS SOUTH KOREA ODC's - Option 1. (FMS Case #KS-P-L PN)	1.0	LO	██████████
0003BF	Other Direct Costs (ODCs) for SLIN 0001BF - Option Year 1. (09/27/06 - 09/26/07) (TBD)	1.0	LO	██████████
0003CA	ODCs for Option Period 2. (TBD)	1.0	LO	██████████

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0003CB	FMS-Japan ODC, Option Period 2 (FMS Case #JA-P-L TS)	1.0	LO	██████████
0003CC	FMS-Spain ODC, Option Period 2 (FMS Case #SP-P-L FG)	1.0	LO	██████████
0003CD	FMS-Norway ODC, Option Period 2 (FMS Case #NO-P-G DL)	1.0	LO	██████████
0003CE	FMS-South Korea ODC, Option Period 2 (FMS Case #KS-P-L PN)	1.0	LO	██████████
0003CG	FMS-Australia ODC, Option Period 2 (FMS Case #AT-P-G ZT)	1.0	LO	██████████
0003DA	ODCs for Option Period 3. (TBD)	1.0	LO	██████████
0003DB	FMS-Japan ODC, Option Period 3 (FMS Case #JA-P-F IH)	1.0	LO	██████████
0003DC	FMS-Spain ODC, Option Period 3 (FMS Case #SP-P-L FZ)	1.0	LO	██████████
0003DD	FMS-Norway ODC, Option Period 3 (FMS Case #NO-P-G DL)	1.0	LO	██████████
0003DE	FMS-South Korea ODC, Option Period 3 (FMS Case #KS-P-L PN)	1.0	LO	██████████

For Cost Type Items:

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

0004						\$21,695,945.00
0004AA	Training Systems Engineering Services support for the CSCS - Option Period 4	████	██	██████████	██████████	\$20,358,072.00

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(06/16/09-06/15/2010). (TBD)

0004AB	FMS Japan support for Option 4 (FMS Case #AA-A-AA)	■ ■	■	■	\$898,816.00
0004AC	Support for Spain in Option 4 (FMS Case #AA-A-AA)	■ ■	■	■	\$58,389.00
0004AD	Support for Norway in Option 4 (FMS Case #AA-A-AA)	■ ■	■	■	\$70,726.00
0004AE	South Korean support for Option 4 (FMS Case #AA-A-AA)	■ ■	■	■	\$175,835.00
0004AF	Other International Support for Option 4 (FMS Case #AA-A-AA)	■ ■	■	■	\$134,107.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
0006				\$1,113,509.00
0006AA	ODCs for Option Period 4. (TBD)	■ ■		■
0006AB	Japanese ODCs for Option 4 (FMS Case #AA-A-AA)	■ ■		■

TYPE OF ORDER

This is a Term (LOE) order with cost plus fixed fee pricing. CLINs 0003 and 0006 are cost (no fee) CLINs.

Note: Additional SLINs will be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

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

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(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(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 the percentages shown in the below table 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. The Contractor's fee shall not exceed 7.9%.

(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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement Of Work:

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

See Attachment J.1 - Statement of Work

HQ C-2-0037 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 order 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 order, 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 order may create a potential organizational conflict of interest on the instant order 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 order 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 order. 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 order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Order 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 order and for a period of three years after completion of performance of this order, 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 order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order.

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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 order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order 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 order 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order 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 order 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 order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a 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 order.

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, and addresses.

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Contractor Use of NSWCCD IS Resources

In the event that the contractor is required to have access to NSWCCD IS resources, the login name (common id) and associated information shall be registered with the NSWCCD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCCD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

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

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

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity) (City and State)

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data.

The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the TOM designated herein.

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INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified

on the attached Contract Data Requirements List(s), DD Form 1423, Attachment J.2.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are as follows:

0001AA 06/16/2005 - 06/15/2006

0003AA 06/16/2005 - 06/15/2006

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

0001BA 06/16/2006 - 06/15/2007

0001CA 06/16/2007 - 06/15/2008

0001DA 06/16/2008 - 06/15/2009

0003BA 06/16/2006 - 06/15/2007

0003CA 06/16/2007 - 06/15/2008

0003DA 06/16/2008 - 06/15/2009

0004AA 06/16/2009 - 06/15/2010

0006AA 06/16/2009 - 06/15/2010

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING & APPROPRIATION DATA

Attachment J.7 contains Accounting & Appropriation Data associated with the award.

Attachment J.9 contains Accounting & Appropriation Data associated with Modification 01.

Attachment J.10 contains Accounting & Appropriation Data associated with Modification 02.

Attachment J.11 contains Accounting & Appropriation Data associated with Modification 03.

Attachment J.13 contains Accounting & Appropriation Data associated with Modification 05.

Attachment J.15 contains Accounting & Appropriation Data associated with Modification 06.

Attachment J.17 contains Accounting & Appropriation Data associated with Modification 07.

Attachment J.18 contains Accounting & Appropriation Data associated with Modification 08.

Attachment J.19 contains Accounting & Appropriation Data associated with Modification 09.

Attachment J.20 contains Accounting & Appropriation Data associated with Modification 10.

Attachment J.21 contains Accounting & Appropriation Data associated with Modification 11.

Attachment J.22 contains Accounting & Appropriation Data associated with Modification 12.

Accounting Data for MODs 14 - 24, 26 can be found on page 2 under General Information.

Accounting Data for MOD 25 can be found on pages 2-6 General Information.

Accounting Data for MOD 26 can be found on pages 2-6 General Information.

Accounting Data for MOD 27 can be found on pages 2-6 General Information.

Accounting Data for MOD 28 can be found on pages 2-6 of General Information.

Accounting Data for MOD 29 can be found on pages 2-6 of General Information.

Accounting Data for MOD 30 can be found on pages 2-6 of General Information.

Accounting Data for MOD 32 can be found on pages 2-6 of General Information.

Accounting Data for MOD 33 can be found on pages 2-6 of General Information.

Accounting Data for MOD 34 can be found on pages 2-6 of General Information.

Accounting Data for MOD 35 can be found on pages 2-6 of General Information.

Accounting Data for MOD 36 can be found on pages 2-6 of General Information.

Accounting Data for MOD 37 can be found on pages 2-6 of General Information.

Accounting Data for MOD 38 can be found on pages 2-6 of General Information.

Accounting Data for MOD 39 can be found on pages 2-6 of General Information.

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Accounting Data for MOD 40 can be found on pages 2-6 of General Information.

Accounting Data for MOD 41 can be found on pages 2-6 of General Information.

Accounting Data for MOD 42 can be found on pages 2-6 of General Information.

Accounting Data for MOD 43 can be found on pages 2-6 of General Information.

Accounting Data for MOD 44 can be found on pages 2-6 of General Information.

Accounting Data for MOD 45 can be found on pages 2-6 of General Information.

Accounting Data for MOD 46 can be found on pages 2-6 of General Information.

Accounting Data for MOD 46 can be found on pages 2-6 of General Information.

Accounting Data for MOD 47 can be found on pages 2-6 of General Information.

Accounting Data for MOD 48 can be found on pages 2-6 of General Information.

Accounting Data for MOD 49 can be found on pages 2-6 of General Information.

Accounting Data for MOD 52 can be found on pages 2-6 of General Information.

Accounting Data for MOD 53 can be found on pages 2-6 of General Information.

Accounting Data for MOD 54 can be found on pages 2-6 of General Information.

Accounting Data for MOD 55 can be found on pages 2-6 of General Information.

Accounting Data for MOD 56 can be found on pages 2-6 of General Information.

Accounting Data for MOD 57 can be found on pages 2-6 of General Information.

Accounting Data for MOD 58 can be found on pages 2-6 of General Information.

Accounting Data for MOD 59 can be found on pages 2-6 of General Information.

Accounting Data for MOD 60 can be found on pages 2-6 of General Information.

Accounting Data for MOD 61 can be found on pages 2-6 of General Information.

Accounting Data for MOD 62 can be found on pages 2-6 of General Information.

Accounting Data for MOD 63 can be found on pages 2-6 of General Information.

Accounting Data for MOD 64 can be found on pages 2-6 of General Information.

Accounting Data for MOD 65 can be found on pages 2-6 of General Information.

Accounting Data for MOD 66 can be found on pages 2-6 of General Information.

Accounting Data for MOD 67 can be found on pages 2-6 of General Information.

Accounting Data for MOD 68 can be found on pages 2-6 of General Information.

Accounting Data for MOD 69 can be found on pages 2-6 of General Information.

Accounting Data for MOD 70 can be found on pages 2-6 of General Information.

Accounting Data for MOD 71 can be found on pages 2-6 of General Information.

Accounting Data for MOD 72 can be found on pages 2-6 of General Information.

Accounting Data for MOD 73 can be found on pages 2-6 of General Information.

Accounting Data for MOD 74 can be found on pages 2-6 of General Information.

Accounting Data for MOD 75 can be found on pages 2-6 of General Information.

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Accounting Data for MOD 76 can be found on pages 2-6 of General Information

Accounting Data for MOD 77 can be found on pages 2-6 of General Information

Accounting Data for MOD 78 can be found on pages 2-6 of General Information

Accounting Data for MOD 79 can be found on pages 2-6 of General Information

TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

***The Task Order Manager (TOM) is:

Name: Susan Muerdler, susan.muerdler@navy.mil

Address: CSCS (CN00CB), 5395 First Street, Bldg 1520, Dahlgren, VA 22448

Phone: (540) 653-4845

***The Alternate TOM (ATOM) is:

Name: Stephanie L. Morris, Stephanie.Morris@navy.mil

Address: CSCS (CCN00CA), 5395 First Street, Bldg 1520, Dahlgren, VA 22448

Phone: (540) 653-4845

***The Contracting Officer is:

Name: K. B. Hall, Kathryn.B.Hall@navy.mil

Address: NSWCDD, 17632 Dahlgren Road, Suite 157, Code XDS12, Dahlgren, VA 22448-5110

Phone: (540) 653-4605; Fax: (540) 653-4089

***The Contract Specialist is:

Name: Emily Glazman, emily.glazman@navy.mil

Address: NSWCDD, 17632 Dahlgren Road, Suite 157, Code XDS123, Dahlgren, VA 22448-5110

Phone: (540) 653-4306; Fax: (540) 653-4089

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

SLIN	TOTAL ECPFF	FUNDS THIS MOD	PREVIOUS FUNDING	TOTAL FUNDED	UNFUNDED BALANCE	DELIVERED LOE
Base						
0001AA	\$ 12,979,327	\$ -	\$ 12,448,484	\$ 12,448,484	\$ 530,843	
0003AA	\$ 889,870	\$ -	\$ 733,750	\$ 733,750	\$ 156,120	
0001AB	\$ 258,003	\$ -	\$ 228,178	\$ 228,178	\$ 29,825	
0001AC	\$ 117,588	\$ -	\$ 110,908	\$ 110,908	\$ 6,680	
0001AD	\$ 120,999	\$ -	\$ 119,164	\$ 119,164	\$ 1,835	
0001AE	\$ 134,963	\$ -	\$ 134,963	\$ 134,963	\$ -	
	\$		\$	\$		

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0003AB	9,170	\$ -	8,602	8,602	\$ 568	
	\$		\$	\$		
0003AC	1,459	\$ -	611	611	\$ 848	
	\$		\$	\$		
0003AD	1,849	\$ -	1,001	1,001	\$ 848	
	\$		\$	\$		
0003AE	1,849	\$ -	993	993	\$ 856	
	\$		\$	\$		
0001AF	160,798	\$ -	149,636	149,636	\$ 11,162	
	\$		\$	\$		
0003AF	10,931	\$ -	4,164	4,164	\$ 6,767	
	\$		\$	\$		
TOTAL BASE	14,686,806	\$ -	13,940,454	13,940,454	\$ 746,352	209,531.75
Option 1						
	\$		\$	\$		
0001BA	14,386,034	\$ -	9,284,523	9,284,523	\$ 5,101,511	
	\$		\$	\$		
0003BA	840,538	\$ -	572,370	572,370	\$ 268,168	
	\$		\$	\$		
0001BB	282,375	\$ -	276,467	276,467	\$ 5,908	
	\$		\$	\$		
0001BC	100,572	\$ -	96,822	96,822	\$ 3,750	
	\$		\$	\$		
0001BD	82,097	\$ -	70,497	70,497	\$ 11,600	
	\$		\$	\$		
0001BE	235,178	\$ -	232,958	232,958	\$ 2,220	
	\$		\$	\$		
0001BF	899,426	\$ -	893,996	893,996	\$ 5,430	
	\$		\$	\$		
0001BG	23,257	\$ -	\$ -	\$ -	\$ 23,257	
	\$		\$ -	\$ -		
0001BH	20,000	\$ -	\$ -	\$ -	\$ 20,000	
	\$		\$ -	\$ -		
0001BJ	20,000	\$ -	\$ -	\$ -	\$ 20,000	
	\$		\$	\$		
0003BB	7,446	\$ -	1,946	1,946	\$ 5,500	
	\$		\$	\$		
0003BC	1,493	\$ -	1,493	1,493	\$ -	
	\$		\$	\$		
0003BD	1,894	\$ -	896	896	\$ 998	
	\$		\$	\$		
0003BE	2,964	\$ -	2,267	2,267	\$ 697	
	\$		\$	\$		
0003BF	50,574	\$ -	50,074	50,074	\$ 500	
	\$		\$	\$		
0003BG		\$ -	\$ -	\$ -	\$ -	
	\$		\$	\$		
total option 1	16,953,848	\$ -	11,484,309	11,484,309	\$ 5,469,539	159,716.50
Option 2						
	\$		\$	\$		
0001CA	16,877,437	\$ -	9,870,845	9,870,845	\$ 7,006,592	
	\$		\$	\$		
0003CA	907,090	\$ -	450,636	450,636	\$ 456,454	
	\$		\$	\$		
0001CB	264,025	\$ -	263,990	263,990	\$ 35	
	\$		\$	\$		
0001CC	115,897	\$ -	115,897	115,897	\$ -	
	\$		\$	\$		
0001CD	95,244	\$ -	95,244	95,244	\$ -	
	\$		\$	\$		
0001CE	184,482	\$ -	184,482	184,482	\$ -	
	\$		\$	\$		
0001CG	214,746	\$ -	20,000	20,000	\$ 194,746	
	\$		\$	\$		
0003CB	1,414	\$ -	1,414	1,414	\$ -	
	\$		\$	\$		
0003CC	1,224	\$ -	1,224	1,224	\$ -	
	\$		\$	\$		
0003CD	998	\$ -	998	998	\$ -	
	\$		\$	\$		
0003CE	1,393	\$ -	1,393	1,393	\$ -	
	\$		\$	\$		
0003CG	653	\$ -	\$ -	\$ -	\$ -	

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Total Option 2	\$ 18,664,603	\$ -	\$ 11,006,123	\$ 11,006,123	\$ 7,657,827	152,644.30
Option 3						
0001DA	\$ 18,880,337	\$ -	\$ 10,176,993	\$ 10,176,993	\$ 8,703,344	
0003DA	\$ 998,144	\$ -	\$ 454,436	\$ 454,436	\$ 543,708	
0001DB (Japan)	\$ 148,000	\$ -	\$ 141,709	\$ 141,709	\$ 6,291	
0001DC (Spain)	\$ 91,193	\$ -	\$ 90,850	\$ 90,850	\$ 343	
0001DD (Norway)	\$ 86,234	\$ -	\$ 85,316	\$ 85,316	\$ 918	
0001DE (South Korea)	\$ 171,914	\$ -	\$ 171,130	\$ 171,130	\$ 784	
0003DB (Japan ODC)	\$ 530	\$ -	\$ -	\$ -	\$ 530	
0003DC (Spain ODC)	\$ 530	\$ -	\$ 530	\$ 530	\$ -	
0003DD (Nor. ODC)	\$ 530	\$ -	\$ 530	\$ 530	\$ -	
0003DE (SK ODC)	\$ 530	\$ -	\$ 530	\$ 530	\$ -	-
Total Option 3	\$ 20,377,942	\$ -	\$ 11,122,024	\$ 11,122,024	\$ 9,255,918	148,654.39
Option 4						
0004AA	\$ 20,358,072	\$ -	\$ 8,351,488	\$ 8,351,488	\$12,006,584	
0004AB (Japan)	\$ 898,816	\$ -	\$ 897,673	\$ 897,673	\$ 1,143	
00004AC (Spain)	\$ 58,389	\$ -	\$ 46,001	\$ 46,001	\$ 12,388	
0004AD (Norway)	\$ 70,726	\$ -	\$ 70,726	\$ 70,726	\$ -	
0004AE (South Korea)	\$ 175,835	\$ -	\$ 134,705	\$ 134,705	\$ 41,130	
0004AF (other int.)	\$ 134,107	\$ -	\$ 45,000	\$ 45,000	\$ 89,107	
0006AA	\$ 1,106,309	\$ -	\$ 406,209	\$ 406,209	\$ 700,100	
0006AB (Japan ODC)	\$ 7,200	\$ -	\$ 7,200	\$ 7,200	\$ -	
Total Option 4	\$ 22,809,454		\$ 9,959,002	\$ 9,959,002	\$12,850,452	125,801.21
TOTAL	\$ 93,492,653	\$ -	\$ 57,511,912	\$ 57,511,912	\$35,980,088	796,348.15

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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:

SLIN	ALLOTED TO COST	ALLOTED TO FEE	EST CPFF	EST POP
Base				
0001AA	\$ 11,671,786	\$ 776,698	\$ 12,448,484	06/15/06
0003AA	\$ 733,750	\$ -	\$ 733,750	-
0001AB	\$ 212,952	\$ 15,226	\$ 228,178	06/15/06
0001AC	\$ 103,507	\$ 7,401	\$ 110,908	06/15/06
0001AD	\$ 111,212	\$ 7,952	\$ 119,164	06/15/06

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0001AE	\$ 125,957	\$ 9,006	\$ 134,963	06/15/06
0003AB	\$ 8,602	\$ -	\$ 8,602	-
0003AC	\$ 611	\$ -	\$ 611	-
0003AD	\$ 1,001	\$ -	\$ 1,001	-
0003AE	\$ 993	\$ -	\$ 993	-
0001AF	\$ 138,680	\$ 10,956	\$ 149,636	09/30/05
0003AF	\$ 4,164	\$ -	\$ 4,164	-
TOTAL BASE	\$ 13,113,216	\$ 827,238	\$ 13,940,454	
Option 1				
0001BA	\$ 8,744,620	\$ 539,903	\$ 9,284,523	06/15/07
0003BA	\$ 572,370	\$ -	\$ 572,370	-
0001BB	\$ 258,019	\$ 18,448	\$ 276,467	06/15/07
0001BC	\$ 90,361	\$ 6,461	\$ 96,822	06/15/07
0001BD	\$ 65,793	\$ 4,704	\$ 70,497	06/15/07
0001BE	\$ 217,413	\$ 15,545	\$ 232,958	06/15/07
0001BF	\$ 834,341	\$ 59,655	\$ 893,996	09/26/07
0001BG	\$ -	\$ -	\$ -	-
0001BH	\$ -	\$ -	\$ -	06/15/07
0001BJ	\$ -	\$ -	\$ -	-
0003BB	\$ 1,946	\$ -	\$ 1,946	-
0003BC	\$ 1,493	\$ -	\$ 1,493	-
0003BD	\$ 896	\$ -	\$ 896	-
0003BE	\$ 2,267	\$ -	\$ 2,267	-
0003BF	\$ 50,074	\$ -	\$ 50,074	-
0003BG	\$ -	\$ -	\$ -	-
TOTAL OPTION 1	\$ 10,839,592	\$ 644,717	\$ 11,484,309	
Option 2				
0001CA	\$ 9,279,489	\$ 591,356	\$ 9,870,845	06/15/08
0003CA	\$ 450,636	\$ -	\$ 450,636	06/15/08
0001CB	\$ 246,374	\$ 17,616	\$ 263,990	06/15/08
0001CC	\$ 108,163	\$ 7,734	\$ 115,897	06/15/08
0001CD	\$ 88,888	\$ 6,356	\$ 95,244	06/15/08
0001CE	\$ 172,172	\$ 12,310	\$ 184,482	06/15/08
0001CG	\$ 18,665	\$ 1,335	\$ 20,000	06/15/08
0003CB	\$ 1,414	\$ -	\$ 1,414	-
0003CC	\$ 1,224	\$ -	\$ 1,224	-
	\$		\$	

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0003CD	998	\$ -	998	-
	\$		\$	
0003CE	1,393	\$ -	1,393	-
0003CG	\$ -	\$ -	\$ -	-
	\$	\$	\$	
TOTAL OPTION 2	10,369,417	636,706	11,006,123	
Option 3				
	\$	\$	\$	
0001DA	9,568,464	608,529	10,176,993	06/15/09
	\$	\$	\$	
0003DA	454,436	\$ -	454,436	06/15/09
	\$	\$	\$	
0001DB (Japan)	131,565	10,144	141,709	06/15/09
	\$	\$	\$	
0001DC (Spain)	84,347	6,503	90,850	06/15/09
	\$	\$	\$	
0001DD (Norway)	79,209	6,107	85,316	06/15/09
	\$	\$	\$	
0001DE (South Korea)	158,880	12,250	171,130	06/15/09
	\$	\$	\$	
0003DB (Japan ODC)	\$ -	\$ -	\$ -	06/15/09
	\$	\$	\$	
0003DC (Spain ODC)	530	\$ -	530	06/15/09
	\$	\$	\$	
0003DD (Nor. ODC)	530	\$ -	530	06/15/09
	\$	\$	\$	
0003DE (SK ODC)	530	\$ -	530	06/15/09
	\$	\$	\$	
TOTAL OPTION 3	10,478,491	643,533	11,122,024	
Option 4				
	\$	\$	\$	
0004AA	7,871,576	479,912	8,351,488	06/15/10
	\$	\$	\$	
0004AB (Japan)	833,159	64,514	897,673	06/15/10
	\$	\$	\$	
00004AC (Spain)	42,695	3,306	46,001	06/15/10
	\$	\$	\$	
0004AD (Norway)	65,643	5,083	70,726	06/15/10
	\$	\$	\$	
0004AE (South Korea)	125,024	9,681	134,705	06/15/10
	\$	\$	\$	
0004AF (other int.)	41,766	3,234	45,000	06/15/10
	\$	\$	\$	
0006AA	406,209		406,209	06/15/10
	\$	\$	\$	
0006AB (Japan ODC)	7,200		7,200	06/15/10
	\$	\$	\$	
TOTAL OPTION 4	9,393,272	565,730	9,959,002	
	\$	\$	\$	
TOTAL	54,193,988	3,317,924	57,511,912	-

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

.SEA 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 (agreed-upon hours to be provided in the task order award) total man-hours of direct labor, including subcontractor direct labor for those subcontractors

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specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

Period	Total Manhours Actually Performed
Base (CLINS 0001AA-0001AF)	209,531.75
Option 1(CLINS 0001BA-0001BJ)	159,716.5
Option 2(CLINS 0001CA-0001CG)	152,644.3
Option 3(CLINS 0001DA-0001DE)	148,654.39
Option 4 (CLINS 0004AA-0004AF)	125,801.21
TOTAL	796,348.15

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

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 4,552 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in

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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.

(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.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

A copy of every invoice shall also be provided to the individual listed below, at the address shown:

--Task Order Manager: Stephanie L. Morris (CN94A), CSCS, 5395 First Street, Bldg 1520, Dahlgren, VA 22448

--Contract Specialist: Emily Glazman (XDS123), NSWCDD, 17632 Dahlgren Road, Suite 157, Dahlgren, VA 22448-5110

--NSWCDD Comptroller: XDM24I/Vendor Pay, 17320 Dahlgren Road, Dahlgren, VA 22448

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

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(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

FINALIZED BASE (FIXED) FEE

The base (fixed) fee for each period will be finalized based on the total number of compensated hours provided.

If 100% or more of the compensated hours are provided, the contractor will receive the full base (fixed) fee.

If less than 100% of the compensated hours are received, the fixed fee shall be reduced proportionate to the compensated hours

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provided - i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

The above fee reduction process applies to all periods regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the base (fixed) fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

ADDITIONAL SUBCONTRACTS AFTER TASK ORDER AWARD

Section I, clause 52.244-2 SUBCONTRACTING – ALTERNATE I, does not apply to this order as long as the contractor maintains an approved purchasing system.

The contractor shall electronically notify the Contract Specialist and the TOM in advance of placing any additional subcontracts or modification. Include the following information:

- (i) Identification of the proposed subcontractor;
- (ii) Acknowledgement that the proposed subcontractor is not on the Excluded Parties List (<http://www.epls.gov/>);
- (iii) A description of the supplies or services to be subcontracted, along with the location that the supplies or services will be provided and the duration;
- (iv) Estimated value;
- (v) Impact on subcontracting goals; and
- (vi) Impact on providing the support at the contracted value.

The government will respond to the notice within five (five) working days.

SPECIAL INVOICING INSTRUCTIONS/SPECIAL PAYMENT INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expended in accordance with expenditure benchmarks for the multiple programs funding the task order effort, the contractor shall coordinate the invoicing of funds with the COR/ACOR and the paying office shall disburse funds in accordance with the contractor's voucher.

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Accounting Data
SLINID  PR Number      Amount
-----
0001AA  See Attachment J.7  ██████████
LLA :
See Attachments
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BASE Funding ██████████
██████████

MOD 01

```
0001AA  See Attachment J.7  ██████████
LLA :
AB See Attachments
```

MOD 01 Funding ██████████
██████████

MOD 02

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0001AA  See Attachment J.10 ██████████
LLA :
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AA See Attachments

0001AB
LLA :
AA See Attachment J.10

0001AC
LLA :
AA See Attachment J.10

0001AD
LLA :
AA See Attachment J.10

0001AE
LLA :
AA See Attachment J.10

0003AA
LLA :
AA See Attachments

MOD 02 Funding

MOD 03

0001AA See Attachment J.11
LLA :
AA See Attachments

0003AA See Attachment J.11
LLA :
AA See Attachments

MOD 03 Funding

MOD 05

0001AA See Attachments
LLA :
AA See Attachment J.13

0001AB See Attachments
LLA :
AV See Attachment J.13

0001AF See Attachments
LLA :
AU See Attachment J.13

0003AF See Attachments
LLA :
AU See Attachment J.13

MOD 05 Funding

MOD 06

0003AA See Attachment J.14
LLA :
AA See Attachments

MOD 06 Funding

MOD 07

0001AA See Attachment J.17
LLA :
AA See Attachment J.17

0003AA See Attachment J.17
LLA :
AA See Attachment J.17

MOD 07 Funding

MOD 08

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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0001AA See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

0001AB See Attachment J.18 [REDACTED]
 LLA :
 AV See Attachment J.18

0001AC See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

0001AD See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

0001AE See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

0003AA See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

0003AB See Attachment J.18 [REDACTED]
 LLA :
 AA See Attachment J.18

MOD 08 Funding [REDACTED]
 [REDACTED]

MOD 09

0001AA See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

0003AA See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

0003AB See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

0003AC See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

0003AD See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

0003AE See Attachment J.19 [REDACTED]
 LLA :
 AA See Attachment J.19

MOD 09 Funding [REDACTED]
 [REDACTED]

MOD 10

0001AA See Attachment J.20 [REDACTED]
 LLA :
 BR See Attachment J.20

MOD 10 Funding [REDACTED]
 [REDACTED]

MOD 11

0001AA See Attachment J.21 [REDACTED]
 LLA :
 BR See Attachment J.21

MOD 11 Funding [REDACTED]
 [REDACTED]

MOD 12

0001AA See Attachment J.21 [REDACTED]
 LLA :

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AA See Attachment J.22

MOD 12 Funding [REDACTED]
[REDACTED]

MOD 13

0001AA [REDACTED]
LLA :
AA See Page 2

0003AA [REDACTED]
LLA :
AA See Page 2

MOD 13 Funding [REDACTED]
[REDACTED]

MOD 14

0001BA [REDACTED]
LLA :
AA See Page 2

0003BA [REDACTED]
LLA :
AA See Page 2

MOD 14 Funding [REDACTED]
[REDACTED]

MOD 15

0001BA [REDACTED]
LLA :
AA See Page 2

0001BB [REDACTED]
LLA :
AA See Page 2

0001BC [REDACTED]
LLA :
AA See Page 2

0001BD [REDACTED]
LLA :
AA See Page 2

0001BE [REDACTED]
LLA :
AA See Page 2

0003BA [REDACTED]
LLA :
AA See Page 2

MOD 15 Funding [REDACTED]
[REDACTED]

MOD 16

0001BA [REDACTED]
LLA :
AA See Page 2

MOD 16 Funding [REDACTED]
[REDACTED]

MOD 17

0001AA [REDACTED]
LLA :
AA See Page 2

0001AB See Attachment J.18 [REDACTED]
LLA :
AV See Page 2

0001AC See Attachment J.18 [REDACTED]
LLA :
AA See Page 2

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0001AD See Attachment J.18 [REDACTED]
 LLA :
 AA See Page 2

0001AE See Attachment J.18 [REDACTED]
 LLA :
 AA See Page 2

0001AF See Attachments [REDACTED]
 LLA :
 AU See Page 2

0001BA [REDACTED]
 LLA :
 AA See Page 2

0001BB [REDACTED]
 LLA :
 AA See Page 2

0001BC [REDACTED]
 LLA :
 AA See Page 2

0001BD [REDACTED]
 LLA :
 AA See Page 2

0001BE [REDACTED]
 LLA :
 AA See Page 2

0003AA [REDACTED]
 LLA :
 AA See Page 2

0003AB See Attachment J.19 [REDACTED]
 LLA :
 AA See Page 2

0003AC See Attachment J.19 [REDACTED]
 LLA :
 AA See Page 2

0003AD See Attachment J.19 [REDACTED]
 LLA :
 AA See Page 2

0003AE See Attachment J.19 [REDACTED]
 LLA :
 AA See Page 2

0003AF See Attachments [REDACTED]
 LLA :
 AU See Page 2

0003BA [REDACTED]
 LLA :
 AA See Page 2

0003BB [REDACTED]
 LLA :
 AA See Page 2

0003BC [REDACTED]
 LLA :
 AA See Page 2

0003BD [REDACTED]
 LLA :
 AA See Page 2

0003BE [REDACTED]
 LLA :
 AA See Page 2

MOD 17 Funding [REDACTED]
 [REDACTED]

MOD 18

0001AB [REDACTED]
 LLA :
 AA See Page 2 - Funds are transferred to SLIN 0003AB

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0001BA
LLA :
AA See Page 2

0001BF
LLA :
AA See Page 2

0003AB
LLA :
AA See Page 2 - Funds are transferred from SLIN 0001AB

0003BA
LLA :
AA See Page 2

0003BF
LLA :
AA See Page 2

MOD 18 Funding

MOD 19

0001BA
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

MOD 19 Funding

MOD 20

0001BA
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

MOD 20 Funding

MOD 21

0001AA
LLA :
AA See Page 2

0001BA
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

MOD 21 Funding

MOD 22

0001BA
LLA :
AA See Page 2

0001BB
LLA :
AA See Page 2

0001BC
LLA :
AA See Page 2

0001BD
LLA :
AA See Page 2

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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0001BE
LLA :
AA See Page 2

0001BH
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

0003BC
LLA :
AA See Page 2

MOD 22 Funding

MOD 23

0001BA
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

MOD 23 Funding

MOD 24

0001BA
LLA :
AA See Page 2

0001BB
LLA :
AA See Page 2

0001CA
LLA :
AA See Page 2

0001CB
LLA :
AA See Page 2

0001CC
LLA :
AA See Page 2

0001CE
LLA :
AA See Page 2

0003BA
LLA :
AA See Page 2

0003CA
LLA :
AA See Page 2

0003CB
LLA :
AA See Page 2

0003CC
LLA :
AA See Page 2

0003CE
LLA :
AA See Page 2

MOD 24 Funding

MOD 25

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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0001AA [REDACTED] 0)
 LLA :
 AA See General Information Pages 2-6

0001BA [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001BB [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001BC [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001BD [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001BE [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001BH (2 [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001CA [REDACTED] 0
 LLA :
 AA See General Information Pages 2-6

0001CC [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001CD [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001CE [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0001CG [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003AA [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003BA [REDACTED])
 LLA :
 AA See General Information Pages 2-6

0003BB [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003BD [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003BE [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003CA [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003CD [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003CE [REDACTED]
 LLA :
 AA See General Information Pages 2-6

MOD 25 Funding [REDACTED]
 [REDACTED]

MOD 26

0001BF [REDACTED]

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LLA :
AA See Page 2 - Funds transferred from SLIN 0003BF

0001CB
LLA :
AA See Page 2

0001CC
LLA :
AA See Page 2

0001CD
LLA :
AA See Page 2

0001CE
LLA :
AA See Page 2

0003BF
LLA :
AA See Page 2-Funds transferred to SLIN 0001BF

MOD 26 Funding

MOD 27

0001CA
LLA :
AA See General Information Pages 2-6

0003CA
LLA :
AA See General Information Pages 2-6

MOD 27 Funding

MOD 28

0001CA
LLA :
AA See General Information Pages 2-6

MOD 28 Funding

MOD 29

0001BA
LLA :
AA See General Information Pages 2-6

0001CA
LLA :
AA See General Information Pages 2-6

0003BA
LLA :
AA See General Information Pages 2-6

0003CA
LLA :
AA See General Information Pages 2-6

MOD 29 Funding

MOD 30

0001CA
LLA :
AA See General Information Pages 2-6

MOD 30 Funding

MOD 32

0001CA
LLA :

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AA See General Information Pages 2-6

MOD 32 Funding [REDACTED]
[REDACTED]

MOD 33

0001BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 33 Funding [REDACTED]
[REDACTED]

MOD 34

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 34 Funding [REDACTED]
[REDACTED]

MOD 35

0001CB [REDACTED]
LLA :
AA See Page 2

MOD 35 Funding [REDACTED]
[REDACTED]

MOD 36

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003CA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 36 Funding [REDACTED]
[REDACTED]

MOD 37

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 37 Funding [REDACTED]
[REDACTED]

MOD 38

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

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MOD 38 Funding [REDACTED]
[REDACTED]

MOD 39

0001DB [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0001DC [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0001DD [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0001DE [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0003DB [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0003DC [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0003DD [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information 2-6

0003DE [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

MOD 39 Funding [REDACTED]
[REDACTED]

MOD 40

0001AA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001BA [REDACTED]
[REDACTED] 2-6

MOD 40 Funding 00
Cumulative Funding [REDACTED]

MOD 41

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 41 Funding [REDACTED]
[REDACTED]

MOD 42

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

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MOD 42 Funding [REDACTED]
[REDACTED]

MOD 43

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 43 Funding [REDACTED]
[REDACTED]

MOD 44

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 44 Funding [REDACTED]
[REDACTED]

MOD 45

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 45 Funding [REDACTED]
[REDACTED]

MOD 46

0001DC [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DE [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DC [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DE [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 46 Funding [REDACTED]
[REDACTED]

MOD 47

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

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MOD 47 Funding [REDACTED]
[REDACTED]

MOD 48

0001CA [REDACTED]

LLA :

AA See General Information Pages 2-6

0001DA [REDACTED]

LLA :

AA See General Information Pages 2-6

0003DA [REDACTED]

LLA :

AA See General Information Pages 2-6

MOD 48 Funding [REDACTED]
[REDACTED]

MOD 49

0001DA [REDACTED]

LLA :

AA See General Information Pages 2-6

0001DB [REDACTED]

LLA :

AA See General Information Pages 2-6

See General Information Pages 2-6

0001DE [REDACTED]

LLA :

AA See General Information Pages 2-6

0003DB [REDACTED]

LLA :

AA See General Information Pages 2-6

See General Information Pages 2-6

MOD 49 Funding [REDACTED]
[REDACTED]

MOD 52

0001DA [REDACTED]

LLA :

AA See General Information Pages 2-6

0001DD [REDACTED]

LLA :

AA See General Information Pages 2-6

See General Information Pages 2-6

0003DA [REDACTED]

LLA :

AA See General Information Pages 2-6

0003DD [REDACTED]

LLA :

AA See General Information Pages 2-6

See General Information 2-6

MOD 52 Funding [REDACTED]
[REDACTED]

MOD 53

0001DA [REDACTED]

LLA :

AA See General Information Pages 2-6

MOD 53 Funding [REDACTED]
[REDACTED]

MOD 54

0001DA [REDACTED]

LLA :

AA See General Information Pages 2-6

0003DA [REDACTED]

LLA :

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AA See General Information Pages 2-6

MOD 54 Funding [REDACTED]
[REDACTED]

MOD 55

0001BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED] 0
LLA :
AA See General Information Pages 2-6

MOD 55 Funding [REDACTED]
[REDACTED]

MOD 56

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 56 Funding [REDACTED]
[REDACTED]

MOD 57

0001DA [REDACTED]
[REDACTED] 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 57 Funding [REDACTED]
[REDACTED]

MOD 58

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DB [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0001DC [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DD [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0001DE [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 58 Funding [REDACTED]
[REDACTED]

MOD 59

0001DA [REDACTED]

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LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 59 Funding [REDACTED]
[REDACTED]

MOD 60

0001DB [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

0003DB [REDACTED]
LLA :
AA See General Information Pages 2-6
See General Information Pages 2-6

MOD 60 Funding [REDACTED]
[REDACTED]

MOD 61

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 61 Funding [REDACTED]
[REDACTED]

MOD 62

0001BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0004AC [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

0004AD [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

0004AE [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 62 Funding [REDACTED]
[REDACTED]

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MOD 63

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 63 Funding [REDACTED]
[REDACTED]

MOD 64

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 64 Funding [REDACTED]
[REDACTED]

MOD 65

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0004AF [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AB [REDACTED]
LLA :
AA See General Information Pages 2-6

MOD 65 Funding [REDACTED]
[REDACTED]

MOD 66

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001CG [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

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MOD 66 Funding [REDACTED]
[REDACTED]

MOD 67

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 67 Funding [REDACTED]
[REDACTED]

MOD 68

0004AA [REDACTED] 0
LLA :
NA See General Information Pages 2-6

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 68 Funding [REDACTED]
[REDACTED]

MOD 69 Funding 0.00
Cumulative Funding [REDACTED]

MOD 70

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 70 Funding [REDACTED]
[REDACTED]

MOD 71

0001BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0003BA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0004AC [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

MOD 71 Funding [REDACTED]
[REDACTED]

MOD 72

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0004AE [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

MOD 72 Funding [REDACTED]
[REDACTED]

MOD 73

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0004AF [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

MOD 73 Funding [REDACTED]
[REDACTED]

MOD 74

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 74 Funding [REDACTED]
[REDACTED]

MOD 75

0004AB [REDACTED]
LLA :
NA See General Information Pages 2-6
See Pages 2-6 General Information

0004AC [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

0004AE [REDACTED]
LLA :
NA See General Information Pages 2-6
See General Information Pages 2-6

MOD 75 Funding [REDACTED]
[REDACTED]

MOD 76

0004AA [REDACTED]
LLA :
NA See General Information Pages 2-6

0006AA [REDACTED]
LLA :
NA See General Information Pages 2-6

MOD 76 Funding [REDACTED]
[REDACTED]

MOD 77

0001CA [REDACTED]
LLA :
AA See General Information Pages 2-6

0001DA [REDACTED]
LLA :
AA See General Information Pages 2-6

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0003CA [REDACTED]
 LLA :
 AA See General Information Pages 2-6

0003DA [REDACTED]
 LLA :
 AA AC 97X0512 M75H 250 67861 067443 2D M26382 XWFC8RBRAC1

0004AA [REDACTED]
 LLA :
 NA See General Information Pages 2-6

0006AA [REDACTED]
 LLA :
 NA See General Information Pages 2-6

MOD 77 Funding - [REDACTED]
 [REDACTED]

MOD 78

0001AB [REDACTED]
 LLA :
 AA See General Information - Funds are re-obligated to SLIN 0003AB

0003AB [REDACTED]
 LLA :
 AA See Page 2 - Funds are reobligated, originally from SLIN 0001AB

MOD 78 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 79

0001BF [REDACTED]
 LLA :
 NA See General Information Pages 2-6

0003BF [REDACTED]
 LLA :
 NA See General Information Pages 2-6

MOD 79 Funding - [REDACTED]
 [REDACTED]

MOD 80 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 81 Funding 0.00
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract and otherwise as incorporated below.

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PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included as attachment J.4.

(b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

.

MANDATORY REQUIREMENTS

Requirement 1: Facility & Workforce Location - The contractor's primary facility shall be located within one hour average travel time to of the CENTER FOR SURFACE COMBAT SYSTEMS Headquarters location in Dahlgren VA. All key personnel shall be located within a one hour average travel time to the appropriate CSCS location in Dahlgren VA, Wallops Island VA, Norfolk VA, or San Diego CA.

Requirement 2: Security Clearance - The contractor's facility must be cleared at the SECRET level for both processing and storage. Each Key Person who will direct charge to this contract shall possess a SECRET or higher level security clearance applicable to the position proposed prior to charging to the contract.

Requirement 3: Organizational conflict of Interest (OCI) Certification/Mitigation Plan. The successful offeror must certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest.

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KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Experience – The desired experience for each Key Labor Category is listed in Attachment J.8.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed in Attachment J.8 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

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Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development

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and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDL Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H11 CHANGES IN KEY PERSONNEL

(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) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) 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;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) 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.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the order.

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POST AWARD CONTRACT PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel and non-key personnel qualifications certification may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. 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.

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order as submitted in the Contractor's proposal:

- Inherent Savings through Organization
- Savings through Program Management Policies and Practices
- Site/Task Management Cost Savings Opportunities
- Cost Savings through Volume Discounts
- Savings through Telecommuting and Similar Adaptive Workplace Innovations
- Savings through Task Integration
- The maximum pass-thru rate for this order is [REDACTED]

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- A post-award Onsite Overhead Rate cap is in effect of 31.9% based on an agreement between the Government and SAIC. This rate cap is from 07/14/2007 through the life of the contract.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (MAR 1997)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998)

...(b)(a) For sales to the Government of Japan, contingent fees in any amount...

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991)

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CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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SECTION J LIST OF ATTACHMENTS

J.1 Statement of Work, 18 pages

J.2 DD1423, 4 pages

J.3 DD Form 254, 5 pages (Draft - Original will be provided via a Modification)

J.4 QASP, 2 pages

J.5 Task Order Manager (TOM) Appointment Letter, 2 pages (Revised in Mod 60)

J.6 Alternate Task Order Manager (ATOM) Appointment Letter, 2 pages (Revised in Mod 60)

J.7 Accounting & Appropriation Data, 1 page

J.8 Key Personnel Labor Category Requirements, 4 pages

J.9 Accounting & Appropriation Data for Modification 01, 1 page

J.10 Accounting & Appropriation Data for Modification 02, 1 page

J.11 Accounting & Appropriation Data for Modification 03, 1 page

J.12 DD Form 254, 5 pages (Revised DD254 - Modification 04)

J.13 Accounting & Appropriation Data for Modification 05, 1 page

J.14 DD Form 254, 5 pages (Revised DD254 - Modification 05)

J.15 Accounting & Appropriation Data for Modification 06, 1 page

J.16 DD Form 254, 5 pages

J.17 Accounting & Appropriation Data for Modification 07, 1 page

J.18 Accounting & Appropriation Data for Modification 08, 2 pages

J.19 Accounting & Appropriation Data for Modification 09, 1 page

J.20 Accounting & Appropriation Data for Modification 10, 1 page

J.21 Accounting & Appropriation Data for Modification 11, 1 page

J.22 Accounting & Appropriation Data for Modification 12, 1 page

J.23 DD Form 254, 5 pages (Replaces J.16) issued with Modification 14

J.24 DD Form 254, 5 pages (Replaces J.23) issued with Modification 21

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J.25 DD Form 254, 5 pages (Replaces J.24) issued with Modification 24

J.26 DD Form 254, 5 pages (Replaces J.25) issued with Modification 30.

J.27 DD Form 254, 5 pages (Replaces J.26) issued with Modification 31.

J.28 DD Form 254(TOP SECRET), 5 pages (Replaces J.27) issued with Modification 50.

J.29 DD Form 254 (SECRET, 5 pages issued with Modification 51.

J.30 DD Form 254 (TOP SECRET (Replaces J.28, 5 pages issued with Modification 63.

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DCAA Hampton Roads Office

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