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|-------------------------------------|----------------------------------|---|---------------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 48 | 3. EFFECTIVE DATE 10-Aug-2018 | 4. REQUISITION/PURCHASE REQ. NO. 1300524755 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00253 | 7. ADMINISTERED BY (If other than Item 6) CODE | S2404A |

NUWC, KEYPORT DIVISION
610 Dowell Street
Keyport WA 98345-7610
kathleen.harrigan@navy.mil 360-315-3429

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ManTech Advanced Systems International, Inc. 2251 Corporate Park Drive Herndon VA 20171 | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4080-FY01 10B. DATED (SEE ITEM 13) 04-Jun-2010 |
| CAGE CODE 5N741 FACILITY CODE | [X] |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

| | |
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| (*) | 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. |
| [] | 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). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [X] | D. OTHER (Specify type of modification and authority) Public Law 101-510, 5 November 1990 |

E. IMPORTANT: Contractor 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) KATHLEEN R HARRIGAN, Contracting Officer | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/KATHLEEN R HARRIGAN (Signature of Contracting Officer) | 10-Aug-2018 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

| | | | | |
|----------------------------------|---|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-04-D-4080 | DELIVERY ORDER NO. N00178-04-D-4080-FY01 | AMENDMENT/MODIFICATION NO. 48 | PAGE 2 of 2 | FINAL |
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GENERAL INFORMATION

The purpose of this modification is to de-obligate excess funds scheduled for cancellation as of 30 September 2018 in accordance with the National Defense Authorization Act of Fiscal Year 1991. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$11,850,738.78 by \$38,500.00 to \$11,812,238.78.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|-------------|---------|
| 700021 | O&MN,N | 38,500.00 | (38,500.00) | 0.00 |

The total value of the order is hereby decreased from \$12,347,847.00 by \$38,500.00 to \$12,309,347.00.

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-------------|--------------|
| 7000 | 2,719,448.35 | (38,500.00) | 2,680,948.35 |

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|------------|------------|----------------|
| 4000 | R425 | Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N) | 1.0 | LO | ██████████ | ██████████ | \$2,004,946.00 |
| 400001 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 400002 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 400003 | R425 | Incremental Funding, Mod 02 (O&MN,N) | | | | | |
| 400004 | R425 | Incremental Funding, Mod 02 (WCF) | | | | | |
| 400005 | R425 | Incremental Funding, Mod 02 (WCF) | | | | | |
| 400006 | R425 | Incremental Funding, Mod 02 (O&MN,N) | | | | | |
| 400007 | R425 | Incremental Funding, Mod 03 (OPN) | | | | | |
| 400008 | R425 | Incremental Funding, Mod 05 (O&MN,N) | | | | | |
| 400009 | R425 | Incremental Funding, Mod 05 (O&MN,N) | | | | | |
| 400010 | R425 | Incremental Funding, Mod 05 (O&MN,N) | | | | | |
| 400011 | R425 | (WCF) | | | | | |
| 400012 | R425 | (O&MN,N) | | | | | |
| 400013 | R425 | (OPN) | | | | | |
| 400014 | R425 | (O&MN,N) | | | | | |
| 400015 | R425 | (O&MN,N) | | | | | |
| 4100 | R425 | Option Year One (1) Provide Personnel and administration to support Acoustic Trial | 1.0 | LO | ██████████ | ██████████ | \$2,127,099.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|----------------|
| | | Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N) | | | | | |
| 410001 | R425 | (O&MN,N) | | | | | |
| 410002 | R425 | (O&MN,N) | | | | | |
| 410003 | R425 | (O&MN,N) | | | | | |
| 410004 | R425 | (O&MN,N) | | | | | |
| 410005 | R425 | (O&MN,N) | | | | | |
| 410006 | R425 | (O&MN,N) | | | | | |
| 410007 | R425 | (O&MN,N) | | | | | |
| 410008 | R425 | (O&MN,N) | | | | | |
| 410009 | R425 | (O&MN,N) | | | | | |
| 410010 | R425 | (WCF) | | | | | |
| 410011 | R425 | (WCF) | | | | | |
| 410012 | R425 | (OPN) | | | | | |
| 410013 | R425 | (O&MN,N) | | | | | |
| 410014 | R425 | (WCF) | | | | | |
| 410015 | R425 | (WCF) | | | | | |
| 410016 | R425 | (O&MN,N) | | | | | |
| 410017 | R425 | (O&MN,N) | | | | | |
| 4101 | R425 | Option Year One (1), Option One (1) SSRNM Range Equipment Support: array development effort to include, installation planning, installation, and validation in accordance with the Statement of Work (SOW). (O&MN,N) | 1.0 | LO | | | \$535,368.00 |
| | | Option | | | | | |
| 4200 | R425 | Option Year Two (2) Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship | 1.0 | LO | | | \$2,125,935.15 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|----------------|
| | | Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N) | | | | | |
| 420001 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420002 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420003 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420004 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420005 | R425 | Incremental Funding (RDT&E) | | | | | |
| 420006 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420007 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 420008 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$47,450.00) From \$47,450.00 to \$0.00 (O&MN,N) | | | | | |
| 420009 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$17,400.00) From \$17,400.00 to \$0.00 (O&MN,N) | | | | | |
| 420010 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$62,805.07) From \$80,000.00 to \$17,194.93 (O&MN,N) | | | | | |
| 4201 | R425 | Option Year Two (2), Option (1) SSRNM Range Equipment Support: array development effort to include, installation planning, installation, and validation in accordance with the Statement of Work (SOW). (O&MN,N) | 1.0 | LO | | | \$384,375.00 |
| | | Option | | | | | |
| 4300 | R425 | Option Year Three (3) Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N) | 1.0 | LO | | | \$1,913,472.50 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|------------|------------|--------------|
| 430001 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430002 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430003 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430004 | R425 | Incremental Funding (OPN) | | | | | |
| 430005 | R425 | Incremental Funding (RDT&E) | | | | | |
| 430006 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430007 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430008 | R425 | Incremental Funding (OPN) | | | | | |
| 430009 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430010 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430011 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430012 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430013 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430014 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 430015 | R425 | Incremental Funding (OPN) | | | | | |
| 4301 | R425 | Option Year Three (3), Option One (1) SSRNM Range Equipment Support: array development effort to include, installation planning, installation, and validation in accordance with the Statement of Work (SOW). (O&MN,N) Option | 1.0 | LO | ██████████ | ██████████ | \$579,995.00 |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|--------------|
| 6000 | R425 | Base Year ODCs and Travel (O&MN,N) | 1.0 | LO | \$279,359.00 |
| 600001 | R425 | Incremental Funding (O&MN,N) | | | |
| 600002 | R425 | Incremental Funding (O&MN,N) | | | |
| 600003 | R425 | Incremental Funding, Mod 02 (WCF) | | | |
| 600004 | R425 | Incremental Funding, Mod 02 (O&MN,N) | | | |
| 600005 | R425 | (O&MN,N) | | | |
| 6100 | R425 | Option Year One- ODCs and Travel (O&MN,N) | 1.0 | LO | \$286,121.00 |
| 610001 | R425 | (O&MN,N) | | | |
| 610002 | R425 | (O&MN,N) | | | |
| 610003 | R425 | (OPN) | | | |
| 610004 | R425 | (O&MN,N) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|----------------|
| 610005 | R425 | (O&MN,N) | | | |
| 6101 | R425 | Option Year One- Array Install, ODCs and Travel (O&MN,N) Option | 1.0 | LO | \$2,816,743.00 |
| 6200 | R425 | Option Year Two- ODCs and Travel (O&MN,N) | 1.0 | LO | \$291,277.00 |
| 620001 | R425 | Incremental Funding (O&MN,N) | | | |
| 620002 | R425 | Incremental Funding (O&MN,N) | | | |
| 620003 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$57,824.85) From \$120,000.00 to \$62,175.15 (O&MN,N) | | | |
| 620004 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$18,964.78) From \$20,000.00 to \$1,035.22 (O&MN,N) | | | |
| 6201 | R425 | Option Year Two - Array Install, ODCs and Travel (O&MN,N) Option | 1.0 | LO | \$2,816,808.00 |
| 6300 | R425 | Option Year Three-ODCs and Travel (O&MN,N) | 1.0 | LO | \$296,810.00 |
| 630001 | R425 | Incremental Funding (O&MN,N) | | | |
| 630002 | R425 | Incremental Funding (O&MN,N) | | | |
| 630003 | R425 | Incremental Funding (OPN) | | | |
| 630004 | R425 | Incremental Funding (O&MN,N) | | | |
| 630005 | R425 | Incremental Funding MOD 36: Deobligate funds in the amount of (\$14,498.73) From \$60,000.00 to \$45,501.27 (OPN) | | | |
| 6301 | R425 | Option Year Three - Array Install, ODCs and Travel (O&MN,N) Option | 1.0 | LO | \$70,165.00 |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|------------|------------|----------------|
| 7000 | R425 | Option Year Four (4) Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N) | 1.0 | LO | ██████████ | ██████████ | \$2,680,948.35 |
| 700001 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700002 | R425 | Incremental Funding (O&MN,N) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 700003 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700004 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700005 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700006 | R425 | Incremental Funding (WCF) | | | | | |
| 700007 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700008 | R425 | Incremental Funding. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700009 | R425 | Incremental Funding. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700010 | R425 | Incremental Funding (OPN) | | | | | |
| 700011 | R425 | Incremental Funding (OPN) | | | | | |
| 700012 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700013 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700014 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700015 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700016 | R425 | Incremental Funding (O&MN,N) | | | | | |
| 700017 | R425 | Incremental funding (O&MN,N) | | | | | |
| 700018 | R425 | Incremental funding (O&MN,N) | | | | | |
| 700019 | R425 | Incremental Funding, Mod 41 (O&MN,N) | | | | | |
| 700020 | R425 | Incremental Funding, Mod 44. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700021 | R425 | Incremental Funding, Mod 44. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700022 | R425 | Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700023 | R425 | Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700024 | R425 | Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | | | |
| 700025 | R425 | Incremental funding, Mod 46. (O&MN,N) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|-----|-------------------|-----|------|-----------|
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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|--------------|
| 9000 | R425 | Option Year Four - ODCs and Travel (O&MN,N) | 1.0 | LO | \$303,379.00 |
| 900001 | R425 | Incremental Funding (O&MN,N) | | | |
| 900002 | R425 | Incremental Funding (O&MN,N) | | | |
| 900003 | R425 | Incremental Funding (O&MN,N) | | | |
| 900004 | R425 | Incremental Funding (WCF) | | | |
| 900005 | R425 | Incremental Funding (O&MN,N) | | | |
| 900006 | R425 | Incremental Funding, 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | |
| 900007 | R425 | Incremental Funding. Mod 42 updated the ACRN for this SLIN from CL to CQ. (O&MN,N) | | | |
| 900008 | R425 | Incremental Funding (O&MN,N) | | | |
| 900009 | R425 | Incremental Funding (OPN) | | | |
| 900010 | R425 | Incremental funding (O&MN,N) | | | |
| 900011 | R425 | Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N) | | | |

1.0 The Offerors shall provide a Cost Summary Format, Attachment 3. The total of the items outlined on Attachment 3, Cost Summary Format, shall equal the total cost of all CLINs. If there is a discrepancy between the totals identified on Attachment 3 and the CLIN prices identified in Section B, the Section B CLIN prices will be held to be the intended proposed prices.

2.0 Note that offerors Other Direct Costs (ODCs)) shall include: estimated travel and any other costs that are charged direct (with the exception of labor) as required by the Statement of Work. Offerors shall also include in their ODCs the estimated material costs for each ODC CLIN, as provided in Attachment 10, Estimated Material Costs. Offerors that choose to include estimated material costs different than those identified on Attachment 10 need to provide an explanation as to why the material costs should be different. This item is cost only and is not subject to fee.

3.0 The cost identified by the offeror on the Cost Summary Format, Attachment 3, for each CLIN may be used to unilaterally exercise the optional requirements.

4.0 The Government reserves the right to unilaterally change the CLIN numbering at time of award and exercise of options.

5.0 HQ B-2-0021 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)
This entire contract is cost plus fixed fee.

6.0 HQ B-2-0007: The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

7.0 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

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

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

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

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

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

Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

Surface Ship Radiated Noise Measurement (SSRNM) tests on Navy surface ships are required to provide a qualitative assessment of the ship's current acoustic signature as compared to the class average. SSRNM is a Fleet Anti-Submarine Warfare (ASW) requirement that must be performed every two years.

1.1 Surface Ship Radiated Noise Measurement

The Contractor shall provide engineering, programmatic and technical support services to support the Surface Ship Radiated Noise Measurement (SSRNM), Fleet Sonar Self Noise (FSSN) and other Navy range acoustic test support programs. The major supported components of this program will include planning, acquisition (collection), reduction, and analysis of ship radiated-, sonar self- and structure borne-noise data; design, operation and maintenance of equipment systems to support operations, and updates of acoustic prediction models based on ships radiated noise data. This work shall include acoustic data acquisition (collection) software design and hardware selection, acoustic characterization of vessels and program assistance to implement short and long term program assessment, cost cycles and analysis, and program documentation.

The specific tasks to be performed in support of the Navy Range Programs (SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / National Oceanic Atmospheric Administration (NOAA) / foreign and commercial vessel measurement programs) are outlined in the subsequent paragraphs. Some services required under specific tasks shall be performed at sea onboard US Navy vessels during the conduct of the testing, approximately fifty (50) at sea occurrences per year are anticipated. Additionally services may be performed at Navy shore based facilities, i.e. Naval Undersea Warfare Center Division Keyport (NUWCKPT), Atlantic Undersea Test and Evaluation Center (AUTEK) Bahamas, Southern California Instrument Underwater Range, (SCIUR) San Diego and at other navy / non-navy, CONUS / OCONUS facilities including those of foreign governments and other contractors.

For estimating purposes it is projected there will be 30 Surface Ship Radiated Noise Measurement (SSRNM) trials per year and 100 Sonar Self Noise Reports per year.

2.0 DESCRIPTION OF SERVICES

2.1 Management

The contractor shall ensure that all work meets performance objectives, standards or tolerances specified or included in applicable documents. In order to meet fleet requirements, work shall be performed within time limits specified; constraints present and schedule of customer's operations in accordance with operations schedules provided by the government.

Through participation in an Integrated Product Team (IPT) the contractor will receive information that the contractor may utilize in setting milestones and performance objectives relative to specific subtasks discussed in accordance with contract and task order statement of work.

Any effort undertaken by the Contractor pursuant to oral directions and instructions, other than in accordance with the provisions herein, shall be at the Contractor's risk and expense.

2.2 Program Management

Provide engineering and program management expertise in support of the ASW Range program through a continuum of program reviews and customer presentations. The Contractor shall evaluate objectives and specifications, review the Program of Record in meeting customer product requirements, and assist with high-level Navy action items and program objectives. The Contractor shall provide programmatic, engineering, technical services, incidental materials, procedures, facilities and personnel necessary for routinely assessing the effectiveness and evaluating the ASW Range Program.

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The contractor shall provide monthly reports identifying work accomplished, funding spent for the previous month, work planned for the next month, issues and concerns.

2.3 Acoustic Testing Conduct Support: Acoustic Trial Direction Support.

The Contractor shall provide engineering and technical support for the planning, conduct, and execution of SSRNM and other full scale surface ship acoustic trials. Specific efforts shall include operation of the trial ranging / tracking system to ensure that acoustic run geometries are maintained in accordance with agenda requirements; coordination with ships force to ensure that ship operating conditions such as speed, depth, and machinery lineups, are in accordance with agenda requirements; coordination with measurement and analysis personnel to ensure that acoustic problems are documented and information on acoustic problems is transmitted to all on-site activities involved with problem resolution and in trial planning stages to develop agenda inputs based on the given technical requirements. Tasks include briefing ship crews and assisting them in maintaining proper run geometry while on range, coordination with shore-based data collection personnel, conducting the measurement of propeller cavitation noise and diagnostic structureborne noise. Provide ship systems support to the measured ship to ensure proper lineup of air systems and investigate possible causes of system malfunction. The Contractor shall provide support in the conduct of acoustic test support in, but not limited to programs such as SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / NOAA / foreign and commercial vessel measurement programs. This support shall be in the preparation, briefings, trial direction, shipboard localization of noise sources, as well as post trial data reduction, analysis and report production. Shipboard team personnel shall provide setup and operation of the trial tracking /ranging system, demonstrate performance in providing range safety and shipboard maneuvering recommendations during testing at Navy ranges, propeller/shafting monitoring assessment; air emission system lineup and operation; and shipboard engineering on major combatants to enable coordination with ships forces to ensure that the ships propulsion and power plant operating conditions are in accordance with the test requirements.

2.4 Radiated-Noise Measurements, Analysis and Reporting

The Contractor shall provide lead and assistance in data acquisition, analysis, and reporting of radiated-noise, both near and far-field acoustic signatures during SSRNM program and other surface ship acoustical trials. This shall include analytical support, including inputs to Naval messages and the formal reports, during SSRNM trial data reduction and report generation.

2.5 Data Base Management

Maintain and provide database management for SSRNM and Fleet Sonar Self Noise (FSSN) measurement data. The Contractor shall provide technical support in the development and maintenance of the individual database management systems used by the SSRNM and FSSN programs. These database management systems provide historical data storage and retrieval, class statistical analyses, and trend analysis. This support shall include evaluation of database management systems requirements, development of system specifications, identification of system components, software development, software validation and verification, software maintenance, development of system documentation and user guides, and data entry. The Contractor shall accomplish technical enhancements to automated resources that support analysis, modeling, and reporting of radiated noise and vulnerability estimates. The Contractor shall provide development, maintenance, and administration of a centralized database and web server. Determine the most efficient methods for database management of large volumes of radiated and sonar self-noise signatures.

2.6 Conduct Analysis of Fleet Sonar Self-Noise (FSSN)

The Contractor shall provide engineering services in the analysis of sonar self noise submitted by naval fleet assets. The analysis shall include the generation of a summary report and naval messages detailing the analysis results and any corrective action required.

2.6.1. In support of this work the contractor shall perform drydock inspections of ASW ships to verify the findings and conditions reported in the analysis reports.

2.7 New Construction Ship Sonar Performance Measurement Support

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Provide engineering and technical services to the AEGIS Test Teams (ATT-BATH and ATT-INGALLS) in the performance and analysis of shipboard testing to support the sonar evaluation during new construction builder's trials, Post PSA trials, and any other trials specified by NUWC and NAVSEA. This includes pier-side AN/SQQ-89 testing as well as participation in the collection and evaluation at-sea of sonar self noise data. The contractor shall provide assistance in the maintenance of existing and development of future sonar self-noise data acquisition and analysis software and hardware. The contractor shall perform services in order to improve sonar performance and increase sonar system detection ranges.

2.7.1. Provide technical assistance to the AEGIS Test teams in the maintenance of specialized test equipment hardware and software that is used in the acquisition of sonar self-noise and In-waters testing. This includes design, development, procurement, fabrication, training in use and maintenance of the equipment.

2.7.2. Provide system engineering support for the introduction and testing of the AN/SQQ-89(V)15 with EC200 / 220 and follow-on's into the production testing process. Effort to include evaluating Sonar Self-Noise (SSN), In-water testing and Wet Dome Phase Test (WDPT) procedures.

2.7.3. Perform services on ships, dock side and at-sea, for the purpose of acquiring data in order to observe and resolve problems for new ship construction at ATT-Bath and ATT-Pascagoula. This will include acquisition and analysis of sonar self-noise data and the performance of wet dome phase tests (WDPT). In order to perform this task the contractor shall perform services to assist the AEGIS Test Teams in determining if new construction USS ARLEIGH BURKE (DDG-51) class ships meet the applicable Noise Specifications.

2.7.4. Provide technical and programmatic support in the areas of:

- 2.7.4.1. ship sensor noise analyses / impact / correction
- 2.7.4.2. ship sensor noise measurement / data acquisition
- 2.7.4.3. ship silencing analyses and impact
- 2.7.4.4. test procedure review
- 2.7.4.5. ASW roundtable meetings (attend and contribute)
- 2.7.4.6. general program support
- 2.7.4.7. Sail away trial support (when required)

2.8 Vulnerability Calculations

The Contractor shall provide services in the specialized areas of detection and counter-detection calculations for a variety of platforms and detection systems and acoustic vulnerability algorithms for U.S. and foreign threats. This work should embrace preparation of the SSRNM and FSSN data into a fleet-standard vulnerability format for use by current Navy prediction models i.e. PCIMAT, STDA SPPFS etc.

2.9 SSRNM System Development Support

Provide Surface Ship Radiated Noise Measurement software to support current and future SSRNM acquisition systems – SSRNM Processing and Reporting System (SPaR). The Contractor shall provide acoustic measurement and data acquisition system development support for the SSRNM program. This shall include the hardware and software required to support the acquisition and processing of radiated and structureborne noise data. These efforts shall include the analysis of acoustic trial reporting format requirements, identification of signal processing techniques and methods, development of system specifications, determination of adequacy of commercially available instrumentation and development of software operating systems. When required this will included design, development, procurement, fabrication, training in use and maintenance of the equipment.

2.10 Technical Reviews

Provide technical review of test trial report documentation. This will include the technical review of SSRNM testing reports for accuracy and adequacy. Additionally, the contractor will provide technical review of program documentation, instructional and presentation material for correctness and completeness.

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2.11 SSRNM Range Equipment Support (Optional item)

Provide Engineering input to support redesign, repair, and maintenance of SSRNM range equipment including ship and shore based equipments. When required this will included design, development, procurement, fabrication, installation and training in use and maintenance of the equipment.

The contractor may be required to provide services for the design, development, installation and support for fixed arrays and equipment for the Atlantic and Pacific range areas. This is contingent upon funding being supplied by the Program Office. In addition, the contractor may provide services for a Surface Ship Acoustic Assessment Capability portable system. Assume that there will be a fixed array development effort in FY11 and FY12 and a portable development effort in FY13. These array development efforts will not be a part of the base contract, but will be priced separately as options to be exercised if funded.

2.11.1 Installation Plan

Provide program management and engineering services to develop the Installation Plan. This shall include support for the generation of a preliminary installation plan, review of the installation plan by the Government, and issue of the final plan, review of the final installation plan by the Government, and issue of the final plan.

Deliverables and Schedule

Preliminary Installation Plan

Final Installation Plan

2.11.2 Installation

Provide operational, engineering, and logistics services to install the SSRNM Array and mooring. Task includes staging of installation gear, preparation and staging of array components, staging of navigation equipment, leasing of support vessels, issue of requisite support sub contracts, mobilization of vessels and personnel, on deck assembly of array, lowering of replacement array, positioning of anchor on bottom, verification of array position, deployment of the array system, demobilization of vessel and personnel, and documentation of installation operation in trip report format including final array position.

Deliverables and Schedule

Installation Report

2.11.3 Validation

Provide engineering and logistics services to support validation of the SCISAR. This shall include supporting generation of the preliminary and final validation test plans, lease of the validation sources, assembly and test of the validation system, conducting validation measurements, analysis of validation data, and providing preliminary and final validation reports.

Deliverables and Schedule

Preliminary Validation Test Plan

Final Validation Test Plan

Preliminary Validation Report

Final Validation Report

4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

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4.1 When determined by the contracting officer to be in the best interest of the government, the government will provide the contractor access to government workspaces, workstations, equipment/vehicles, documentation and information necessary for work item performance.

4.2 When it is determined to be advantageous to supply government furnished material (GFM) for contractor use, the GFM will be transferred to the contractor and returned to the Government via a DD1149. A government signature is required on the DD1149 upon return, and a copy shall be provided to the Government Property Administrator (GPA). Contractor procured and furnished material (CFM) shall be transferred using a DD1149. All CFM will be returned to the government at the conclusion of the contract. The contractor shall procure any CFM in accordance with Federal Acquisition Regulations. Items over \$2,500 shall be identified to the Task Order Manager (TOM) prior to purchase.

4.3 A list of GFE/GFM/GFI has been included as attachment 7.

4.4 It is not the government's responsibility to develop private contractor employees. In the event that a one time training event is required, or that training specific to the government that cannot be obtained commercially is required, a Technical Instruction Letter will be issued to the contractor.

5.0 GENERAL INFORMATION

5.1 Property Management

The contractor shall perform administrative services necessary to perform the work to include, but not limited to property management, quality control, maintenance of accurate and complete records, files, physical control of applicable publications, e.g., Federal, State and local regulations, codes, technical manuals and manufacturer instructions.

5.2 Management Plan

The contractor shall establish and maintain a management program during contract performance, incorporating details of all major paragraphs of the SOW. The management plan must reflect an understanding of all tasks and performance objectives specified in this SOW and describe an approach to satisfy these requirements. As a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives.

5.3 Contractor Employees.

The contractor shall provide necessary personnel to accomplish all contract work and services within the government specified timeframes. The contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State and local laws and regulations. Evidence of required qualifications, necessary licenses, certifications, training, experience levels and security clearances shall be supplied. Contractors must have the ability to effectively communicate (both verbally and written) to all applicable parties.

The following is a list of key personnel: Program Manager, Sr Engineer, Principal Scientist, Software Engineer.

5.4 Environmental Compliance Requirements

5.4.1 The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions, plans, and ISO 14001 Environmental Management System. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements. The contractor shall comply with all environmental regulatory agency permit conditions and consultation requirements. The contractor shall be liable for all of their Notice of Violations (NOV), fines, penalties, and corrective actions imposed by federal, state or local environmental regulatory agencies due to the contractor's inability to comply with environmental requirements. The contractor shall provide verbal notification to the TOM and the Government Technical Representative (GTR) within 24 hours

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of receiving a NOV or equivalent followed by written notification within three (3) workdays of receiving a NOV.

5.4.2 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to KPT 5090-09H Hazardous Waste Management Program and NUWCDIVPT 5090H, Environmental Program Policy and Manual, NUWCDHINST 4110.1C, Code 90 Hazardous Material Control Program, NUWCKPTINST 4110.2A, Hazardous Material Control and Management NUWCDHINST 5090.1D, Code 90 Environmental Protection and Compliance Program, NUWCKPT Directive 5090, Environmental Program Policy and Manual, and OPNAVINST 5090.1C Environmental and Natural Resources Program Manual.

5.5 Safety

The contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect.

Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91-596. Numerous safety and health standards exist that apply to operations at NUWC Keyport. These include but are not limited to: 29 CFR 1910 General Industry Standards, 29 CFR 1915 Maritime Standards, 29 CFR 1926 Construction Standards, WAC-296-24-14529 General Safety and Health Standards (Washington State), EM385-1-1 Safety and Health Requirements Manual (U.S. Army Corps of Engineers), Unified Facilities Guide Specifications UFGS-01 35 26 (April 2008), and the Station Occupational Safety and Health Manual (including references cited therein), and the safety documents in Appendix B. General information for contractors, including a short list of references, in the 'Occupational Safety and Health Booklet for Contractors and Visitors'; available from the Safety Department.

5.6 Quality

The contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the product or services conform to the specified contract technical requirements or ISO 9001 or latest. The contractor shall provide maintain an inspection system acceptable to the government covering the services under the contract. The contractor shall implement procedures to identify and prevent defective services from recurring. As a minimum, the contractor shall develop quality control procedures that address the areas identified in section 3.0 above.

5.7 Required certification

As required for performance of SOW subtasking.

5.8 Technical Instruction Letters

Based on the requirements contained in the statement of work (SOW), the contractor shall be issued Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated and provided by the TOM. The TI Letter may be signed electronically.

TI Letters shall be issued for the purposes of providing specific in-scope tasking requirements/clarifications. TI Letters shall not be used to change the terms and conditions of the Task Order. TI Letters shall not change, add or delete any of the requirements stated in this SOW or change the intent of the SOW. TI Letters shall not authorize Personal Services.

All changes to the SOW shall be authorized by the Contracting Officer by means of a properly executed modification. Contractors shall immediately and before taking action, notify the Contracting Officer if a TI Letter is issued which they believe changes the requirements of the SOW. A sample TI Letter has been provided with this SOW.

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5.9 Performance of Service during Emergency

In the event of a national emergency, contractor personnel may be required to support ongoing operations.

5.9.1 Emergency Requirements

The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall be able to respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the Task Order Manager.

5.9.2 Closures

During periods of government closure due to Acts of God, Christmas Shutdown, National Day of Mourning no direct charges will be allowed for contractor personnel unless work is performed.

5.10 Hours of operation:

Work schedule shall be flexible to coincide with US Navy Fleet trial schedule. Work schedule may include weekends and holidays.

5.11 Overtime:

Historically, the work schedule while conducting trials will be 8 - 10 hour in length requiring work days normally up to twelve (12) hours; exceptions may be due to weather and ship schedules. Overtime may be required to support emergent requirements. Approximately 400 hours of overtime is anticipated annually and authorized for execution. The contractor shall provide a monthly accounting of Overtime hours used with respective justification. The SeaTom will maintain oversight of OT usage in accordance with FAR 22.103-4(h) by monitoring the amount of OT used by sub-task on a monthly basis and looking for trends in OT usage. Overtime that is not approved in advance shall not be authorized for payment. Should the need arise in such a manner that written authorization is not possible, a verbal authorization shall be obtained from the KO to be followed up in writing within 3 working days.

5.12 Security requirements

5.12.1 Security Classification of Equipment, Components, Spaces and Documents:

The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid; SECNAV M-5510.36, DoN Information Security Program Manual; SECNAV M-5510.30, DoN Personnel Security Program Manual; NUWC DIVKPT 5510, Information and Personnel Security Programs; KPT Physical Security Program Manual 5530.1; and NUWC DIVKPT 5239, Information Assurance Program. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

5.12.2 Contractor personnel supporting this Task Order require a security clearance level of up to **Secret** equivalent to the level of access required to complete the assigned duties.

5.12.3 Spaces: Up to Secret

5.12.4 Equipment: Up to Secret

5.12.5 Documents: Up to Secret

5.12.6 SIPRNET: The contractor will be required to maintain a SIPRNET enclave at its facility that meets all associated security requirements.

5.12.7 Security Education: Cleared contractor personnel supporting this task order who are embedded in

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government work spaces are required to participate in the command's security education program, as required by SECNAV M-5510.36.

5.12.8 Information Assurance: Contractor personnel supporting this task order who require access to DoD Information Systems are required to receive and complete initial IA orientation awareness training before being granted access to the system(s), and annual IA awareness training to retain access, as required IAW DoD 8570.01-M and DoDI 8500.2 E3.3.7. Access requests to DoD IT systems will utilize OPNAV 5239/14 (July 2008) SAAR-N form.

5.12.9 Contractor personnel requiring privileged access to DoD systems (Ex: System Administrators) are required to meet the following additional Information Assurance performance requirements. In accordance with SECNAV M-5510.30 Paragraph 5-3, subparagraphs b(6)(a), b(6)(e), b(6)(f), b(6)(g), and Exhibit 5A, Performance requirements are at the IT-1 Critical Sensitive position. The IT-1 positions require full positive adjudication of a Single Scope Background investigation. Additionally, per DOD Manual 8570-1M Tables C3.T4, C3.T5, Paragraphs C7.3.4 and AP3.1.5, performance requirements will be set at the Information Assurance Technical level (IAT) II and all training and certification specification are required to be met within 6 months of any currently contracted employee and must be met within 6 months of any newly reporting personnel being assigned.

5.12.10 When utilizing unclassified network infrastructure, e.g., Internet, etc., to communication with the government involving any information which is not been approved for public release, the Department of Defense (DoD) Public Key Infrastructure (PKI) will be utilized to encrypt all communications, e.g., E-mail. External Certificate Authorities (ECA) are available for use by government contractors which are interoperable with DOD PKI.

5.12.11 Data At Rest (DAR) will be utilized on unclassified network infrastructure to encrypt all government information on all storage media to include but not limited to, Hard Drives, CD or DVD optical disk, Floppy diskettes, and Flash Media etc.

5.13 Annual Travel Requirements:

All travel must be approved in advance by the TOM.

Travel to foreign countries may also be required. All travel will be in accordance with the Joint Travel Regulations (JTR) For proposal purposes, travel is assumed to originate from Panama City, FL. Estimates for travel are as follows:

| Destination | # of people | # of days | # of trips |
|---------------------|-------------|-----------|------------|
| Keyport, WA | 1 | 5 | 6 |
| AUTEC, Bahamas | 4 | 10 | 12 |
| Norfolk, VA | 2 | 5 | 5 |
| Pascagoula, MS | 2 | 5 | 4 |
| Bath, ME | 1 | 5 | 3 |
| San Diego, CA | 1 | 5 | 5 |
| Honolulu, HI | 1 | 10 | 1 |
| Newport, RI | 1 | 5 | 4 |
| Washington, DC | 1 | 5 | 6 |
| Okinawa | 1 | 20 | 1 |
| Ft Lauderdale, FL | 1 | 5 | 2 |
| West Palm Beach, FL | 1 | 5 | 1 |
| Jacksonville, FL | 1 | 5 | 5 |
| | | | |

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The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A-G, attached hereto.

7.0 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

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

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

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

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

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

8.0 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall

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not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) 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 with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) 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.

9.0 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 contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

NMCARS 5237.102(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for

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performance of services provided under this contract for the Naval Undersea Warfare Center Division Keyport via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

1.0 QUALITY ASSURANCE

The Government will monitor the contractor's performance and reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

2.0 QUALITY ASSURANCE PLAN

The contractor shall submit to the TOM within 30 days of task order award a Quality Assurance Plan as well as a Quality Assurance Surveillance Plan that ensure the products or services conform to the specified contract technical requirements as defined in the Statement of Work; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Table Summary (Attachment 6) . At a minimum it shall include:

- A description of the methods for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and correct or preventive actions taken.
- A record of inspections and inspection results, making them available to the government throughout the performance of the Statement of Work.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|----------------------|
| 4000 | 6/4/2010 - 6/3/2011 |
| 4100 | 6/4/2011 - 6/3/2012 |
| 4200 | 6/4/2012 - 6/3/2013 |
| 4300 | 6/4/2013 - 6/3/2014 |
| 6000 | 6/4/2010 - 6/3/2011 |
| 6100 | 6/4/2011 - 6/3/2012 |
| 6200 | 6/4/2012 - 6/3/2013 |
| 6300 | 6/4/2013 - 6/3/2014 |
| 7000 | 6/4/2014 - 12/4/2015 |
| 9000 | 6/4/2014 - 12/4/2015 |

1.0 PERIOD OF PERFORMANCE

The estimated period of performance is as follows:

Base Period: 4 June 2010 - 3 June 2011
Option Year 1: 4 June 2011 - 3 June 2012
Option 1, Array Install: 4 June 2011- 3 June 2012
Option Year 2: 4 June 2012 - 3 June 2013
Option 2, Array Install: 4 June 2012- 3 June 2013
Option Year 3: 4 June 2013 - 3 June 2014
Option 3, Array Install: 4 June 2013- 3 June 2014
Option Year 4: 4 June 2014 - 3 June 2015

2.0 OPTIONAL ITEMS

This requirement includes four (4) one (1) year option periods for the extension of the base year services and an additional three (3) optional items for SSRNM range equipment support.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Task Order Manager and the Contracting Officer. No work shall begin until the issue has been resolved.

2.0 GOVERNMENT PERSONNEL:

Task Order Manager
Jerald Alan Bethke, 20T
610 Dowell St.
Keyport, WA 98311
gerald.bethke@navy.mil
360-315-8431

Contracting Officer
Monique A. Klose, Code 182
610 Dowell St.
Keyport, WA 98311
monique.klose@navy.mil
(360) 315-2215

Contract Specialist
Michael VanDeMark
5450 Carlisle Pike
Mechanicsburg, PA 17050
michael.vandemark@navy.mil
(717) 605-2239

3.0 LIST OF APPROVED SUBCONTRACTORS:

- 1) Science Application International Corporation (SAIC)
- 2) James Paull Consulting

4.0 INVOICING INSTRUCTIONS:

INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be

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submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

| | |
|----------------------------------|----------------------------|
| WAWF Invoice Type | Cost Voucher |
| Issuing DoDAAC | See Block 6 of Task Order |
| Pay DoDAAC | See Block 15 of Task Order |
| Inspection | Destination |
| Acceptance | Destination |
| Fast Pay (FAR 52.213-1 required) | No |
| Ship To Code (DoDAAC) | Not Applicable |
| LPO DODAAC (if applicable) | Not Applicable |
| DCAA DODAAC (if applicable) | See Block 7 of Task Order |
| Applicable CLIN/SLIN | See section G |

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

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

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

| |
|---|
| Send Additional Email Notification To: |
| Mr. Jerald Alan Bethke, COR: gerald.bethke@navy.mil |

| | | | | |
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Mr. Michael VanDeMark, Contract Specialist: michael.vandemark@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

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

(End of Text)

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|-----------|
| 400001 | 01110104 | 127400.00 |
| LLA : | | |
| AA 1701804 60BD 252 53824 S 060951 2D X0018F 465810SU000Q | | |
| Standard Number: N4658110WX0018F | | |
| DIRECT CITE FUNDING | | |
| 400002 | 01110116 | 220000.00 |
| LLA : | | |
| AB 1701804 8C4C 252 SAS05 0 068342 2D 000000 14C15SWE0150 | | |
| Standard Number: N0002410WX00630 | | |
| DIRECT CITE FUNDING | | |
| 600001 | 01110104 | 20000.00 |
| LLA : | | |
| AA 1701804 60BD 252 53824 S 060951 2D X0018F 465810SU000Q | | |
| Standard Number: N4658110WX0018F | | |
| DIRECT CITE FUNDING | | |
| 600002 | 01110116 | 20000.00 |
| LLA : | | |
| AB 1701804 8C4C 252 SAS05 0 068342 2D 000000 14C15SWE0150 | | |
| Standard Number: N0002410WX00630 | | |
| DIRECT CITE FUNDING | | |
| BASE Funding 387400.00 | | |
| Cumulative Funding 387400.00 | | |
| MOD 01 Funding 0.00 | | |
| Cumulative Funding 387400.00 | | |
| MOD 02 | | |
| 400001 | 01110104 | 140000.00 |
| LLA : | | |
| AA 1701804 60BD 252 53824 S 060951 2D X0018F 465810SU000Q | | |

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Standard Number: N4658110WX0018F
DIRECT CITE FUNDING

400003 01906135 25000.00
LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0006QCSSR

400004 01906133 110000.00
LLA :
AD 97X4930 NH6A 000 77777 0 066604 2F 000000 15330U255000
Standard Number: N6660410WX01470
DIRECT CITE FUNDING

400005 01906130 90000.00
LLA :
AE 97X4930 NH6A 000 77777 0 066604 2F 000000 15330U272000
Standard Number: N6660410WX01469
DIRECT CITE FUNDING

400006 01967205 97300.00
LLA :
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0000A11AF

600003 01906130 90000.00
LLA :
AE 97X4930 NH6A 000 77777 0 066604 2F 000000 15330U272000
Standard Number: N6660410WX01469
DIRECT CITE FUNDING

600004 01967205 80000.00
LLA :
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0000A11AF

MOD 02 Funding 632300.00
Cumulative Funding 1019700.00

MOD 03

400001 01110104 13000.00
LLA :
AA 1701804 60BD 252 53824 S 060951 2D X0018F 465810SU000Q
Standard Number: N4658110WX0018F
DIRECT CITE FUNDING

400002 01110116 18000.00
LLA :
AB 1701804 8C4C 252 SAS05 0 068342 2D 000000 14C15SWE0150
Standard Number: N0002410WX00630
DIRECT CITE FUNDING

400007 02327542 93000.00
LLA :
AG 1701810 846C 251 SAS05 0 068342 2D 000000 6C0010000000
Standard Number: N000241WX30264
DIRECT CITE FUNDING

MOD 03 Funding 124000.00
Cumulative Funding 1143700.00

MOD 04

400006 01967205 76000.00
LLA :
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0000A11AF

600004 01967205 19000.00
LLA :
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0000A11AF

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MOD 04 Funding 95000.00
Cumulative Funding 1238700.00

MOD 05

400008 02883065 49110.00
LLA :
AH 1711804 60BD 252 53825 S 060951 2D X0018F 465811SU000Q
Standard Number: N4658111WX0018F
Direct Cite Funding

400009 02883056 49110.00
LLA :
AJ 1711804 70BD 252 53824 S 060957 2D X001BM P00071NU000Q
Standard Number: RP000711WX001BM
Direct Cite Funding

400010 02872857 85950.00
LLA :
AK 1711804 70BD 252 53824 S 060957 2D X002BM P00071NU000Q
Standard Number: RP000711WX002BM
Direct Cite Funding

MOD 05 Funding 184170.00
Cumulative Funding 1422870.00

MOD 06

400007 02327542 187000.00
LLA :
AG 1701810 846C 251 SAS05 0 068342 2D 000000 6C0010000000
Standard Number: N0002410WX30264
DIRECT CITE FUNDING

400011 03434561 145000.00
LLA :
AL 97X4930 NH6A 000 77777 0 066604 2F 000000 15330D260301
Standard Number: N6660411WX11195
Direct Cite Funding

400012 03485121 65000.00
LLA :
AM 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000633901
Standard Number: N0002411RX00827
Direct Cite Funding

MOD 06 Funding 397000.00
Cumulative Funding 1819870.00

MOD 07

400007 02327542 (187000.00)
LLA :
AG 1701810 846C 251 SAS05 0 068342 2D 000000 6C0010000000
Standard Number: N0002410WX30264
DIRECT CITE FUNDING

400013 03424203 187000.00
LLA :
AG 1701810 846C 251 SAS05 0 068342 2D 000000 6C0010000000
Standard Number: N0002410WX30264
Direct Cite Funding

MOD 07 Funding 0.00
Cumulative Funding 1819870.00

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MOD 08

400008 02883065 23000.00
 LLA :
 AH 1711804 60BD 252 53825 S 060951 2D X0018F 465811SU000Q
 Standard Number: N4658111WX0018F
 Direct Cite Funding

400009 02883056 47000.00
 LLA :
 AJ 1711804 70BD 252 53824 S 060957 2D X001BM P00071NU000Q
 Standard Number: RP000711WX001BM
 Direct Cite Funding

400010 02872857 80000.00
 LLA :
 AK 1711804 70BD 252 53824 S 060957 2D X002BM P00071NU000Q
 Standard Number: RP000711WX002BM
 Direct Cite Funding

400014 10284611 30085.00
 LLA :
 AN 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000658877
 Standard Number: N0002411RX01091
 Direct Cite Funding

600005 10284611 17000.00
 LLA :
 AN 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000658877
 Standard Number: N0002411RX01091
 Direct Cite Funding

MOD 08 Funding 197085.00
 Cumulative Funding 2016955.00

MOD 09

400008 02883065 14500.00
 LLA :
 AH 1711804 60BD 252 53825 S 060951 2D X0018F 465811SU000Q
 Standard Number: N4658111WX0018F
 Direct Cite Funding

400009 02883056 49110.00
 LLA :
 AJ 1711804 70BD 252 53824 S 060957 2D X001BM P00071NU000Q
 Standard Number: RP000711WX001BM
 Direct Cite Funding

400010 02872857 87950.00
 LLA :
 AK 1711804 70BD 252 53824 S 060957 2D X002BM P00071NU000Q
 Standard Number: RP000711WX002BM
 Direct Cite Funding

400015 10683607 45000.00
 LLA :
 AP 97X4930 NH6B 000 77777 0 000253 2F 000000 70B00000GCAM

MOD 09 Funding 196560.00
 Cumulative Funding 2213515.00

MOD 10 Funding 0.00
 Cumulative Funding 2213515.00

MOD 11

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410001 11432679 65250.00
 LLA :
 AP 97X4930 NH6B 000 77777 0 000253 2F 000000 70B00000GCAM

410002 11432743 31061.00
 LLA :
 AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 70B000036CAM

410003 11442899 70000.00
 LLA :
 AR 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0002991AF

410004 11432755 85000.00
 LLA :
 AK 1711804 70BD 252 53824 S 060957 2D X002BM P00071NU000Q
 Standard Number: RP000711WX002BM
 DIRECT CITE FUNDING

410005 11432787 48500.00
 LLA :
 AJ 1711804 70BD 252 53824 S 060957 2D X001BM P00071NU000Q
 Standard Number: RP000711WX001BM
 DIRECT CITE FUNDING

410006 11432807 48500.00
 LLA :
 AH 1711804 60BD 252 53825 S 060951 2D X0018F 465811SU000Q
 Standard Number: N4658111WX0018F
 DIRECT CITE FUNDING

410007 11432809 90831.00
 LLA :
 AN 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000658877
 Standard Number: N0002411RX01091
 DIRECT CITE FUNDING

410008 11432816 58176.00
 LLA :
 AM 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000633901
 Standard Number: N0002411RX00827
 DIRECT CITE FUNDING

410009 11432799 40000.00
 LLA :
 AS 1711804 60BD 252 53825 S 060951 2D X0028F 465811SU000Q
 Standard Number: N4658111WX0028F
 DIRECT CITE FUNDING

610001 11432799 117000.00
 LLA :
 AS 1711804 60BD 252 53825 S 060951 2D X0028F 465811SU000Q
 Standard Number: N4658111WX0028F
 DIRECT CITE FUNDING

MOD 11 Funding 654318.00
 Cumulative Funding 2867833.00

MOD 12

410003 11442899 70000.00
 LLA :
 AR 97X4930 NH6B 000 77777 0 000253 2F 000000 70B0002991AF
 Modification 02 increased funding by \$70,000.00 from \$70,000.00 to \$140,000.00.

410007 11432809 237246.00
 LLA :
 AN 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000658877
 Standard Number: N0002411RX01091
 DIRECT CITE FUNDING

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Modification 02 increased funding by \$237,246.00 from \$90,831.00 to \$328,077.00

410008 11432816 42824.00
 LLA :
 AM 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000633901
 Standard Number: N0002411RX00827
 DIRECT CITE FUNDING
 Modification 02 increased funding by \$42,824.00 from \$58,176.00 to \$101,000.00.

410010 11647541 75000.00
 LLA :
 AT 97X4930 NH6A 000 77777 0 066604 2F 000000 159A0D260301
 Standard Number: N6660411WX11523
 DIRECT CITE FUNDING

610002 11432809 65000.00
 LLA :
 AN 1711804 8C4C 252 V5E00 0 050120 2D 000000 A00000658877
 Standard Number: N0002411RX01091
 DIRECT CITE FUNDING

MOD 12 Funding 490070.00
 Cumulative Funding 3357903.00

MOD 13 Funding 0.00
 Cumulative Funding 3357903.00

MOD 14

410011 12161517 40000.00
 LLA :
 AX 97X4930 NH6A 000 77777 0 066604 2F 000000 159A0D260111
 Standard Number: N6660411WX11622
 DIRECT CITE FUNDING

410012 12161516 160000.00
 LLA :
 AY 1711810 846C 252 V5E00 0 050120 2D 000000 A00000768841
 Standard Number: N0002411RX02116
 DIRECT CITE FUNDING

410013 12110853 289000.00
 LLA :
 AZ 1711804 70BD 252 53824 S 060957 2D X004BM P00071NU000Q
 Standard Number: RP000711WX004BM
 DIRECT CITE FUNDING

610003 12161516 40000.00
 LLA :
 AY 1711810 846C 252 V5E00 0 050120 2D 000000 A00000768841
 Standard Number: N0002411RX02116
 DIRECT CITE FUNDING

610004 12110853 50000.00
 LLA :
 AZ 1711804 70BD 252 53824 S 060957 2D X004BM P00071NU000Q
 Standard Number: RP000711WX004BM
 DIRECT CITE FUNDING

MOD 14 Funding 579000.00
 Cumulative Funding 3936903.00

MOD 15

410014 11986126 5700.00
 LLA :
 AU 97X4930 NH6B 000 77777 0 000253 2F 000000 70B000ET9CAM

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410015 11986125 11700.00
 LLA :
 AV 97X4930 NH6B 000 77777 0 000253 2F 000000 70B000EVQCAM

MOD 15 Funding 17400.00
 Cumulative Funding 3954303.00

MOD 16

410016 12598611 37000.00
 LLA :
 BA 1711804 8J2H 252 V5C00 0 050120 2D 000000 A00000863241
 Standard Number: N0002411RX03057
 DIRECT CITE FUNDING

410017 12598616 518879.00
 LLA :
 BB 1711804 70BA 257 00070 R 045924 2D XK7857 0007017857KD
 Standard Number: N0007011WXK7857
 DIRECT CITE FUNDING

610005 12598616 14121.00
 LLA :
 BB 1711804 70BA 257 00070 R 045924 2D XK7857 0007017857KD
 Standard Number: N0007011WXK7857
 DIRECT CITE FUNDING

MOD 16 Funding 570000.00
 Cumulative Funding 4524303.00

MOD 17 Funding 0.00
 Cumulative Funding 4524303.00

MOD 18 Funding 0.00
 Cumulative Funding 4524303.00

MOD 19

420001 1300274435 00001 200000.00
 LLA :
 BC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001224862

MOD 19 Funding 200000.00
 Cumulative Funding 4724303.00

MOD 20

420002 1300270799 470000.00
 LLA :
 BD 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001202145

620001 1300270799 130000.00
 LLA :
 BE 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001202145

MOD 20 Funding 600000.00
 Cumulative Funding 5324303.00

MOD 21

420003 1300270799 130000.00
 LLA :
 BE 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001202145

420004 1300278951 240000.00
 LLA :

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BG 1721804 70BD 252 53824 S 060957 2D X004BM P00072NU000Q

420005 1300297561 52000.00

LLA :

BH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001349444

420006 1300302324 897000.00

LLA :

BJ 1721804 70BD 252 53824 S 060957 2D X005BM P00072NU000Q

620002 1300270799 20000.00

LLA :

BE 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001202145

620003 1300302324 120000.00

LLA :

BJ 1721804 70BD 252 53824 S 060957 2D X005BM P00072NU000Q

MOD 21 Funding 1459000.00

Cumulative Funding 6783303.00

MOD 22

420007 1300270799 119740.22

LLA :

BE 1721804 8C4C 252 V5H00 0 050120 2D 000000 A00001202145

420008 1300301643 47450.00

LLA :

BK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001373797

420009 1300305127 17400.00

LLA :

BL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001402415

420010 1300274435 80000.00

LLA :

BC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001224862

620004 1300274435 20000.00

LLA :

BC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001224862

MOD 22 Funding 284590.22

Cumulative Funding 7067893.22

MOD 23 Funding 0.00

Cumulative Funding 7067893.22

MOD 24

430001 1300353558 15000.00

LLA :

BM 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001750419

430002 1300353234 237423.64

LLA :

BN 1731804 8C4C 252 V5H00 0 050120 2D 000000 A00001748595

430003 1300354761 82000.00

LLA :

BP 1731804 70BD 252 53824 S 060957 2D X004BM P00073NSCMAQ

630001 1300353558 35000.00

LLA :

BM 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001750419

630002 1300354761 10000.00

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LLA :
BP 1731804 70BD 252 53824 S 060957 2D X004BM P00073NSCMAQ

MOD 24 Funding 379423.64
Cumulative Funding 7447316.86

MOD 25

430004 1300367286 130000.00
LLA :
BQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001832767

630003 1300367286 40000.00
LLA :
BQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001832767

MOD 25 Funding 170000.00
Cumulative Funding 7617316.86

MOD 26 Funding 0.00
Cumulative Funding 7617316.86

MOD 27

430005 1300370896 37000.00
LLA :
BR 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001853836

430006 1300370897 31325.00
LLA :
BS 1731804 8B5B 252 VU021 0 050120 2D 000000 A00001853838

430007 1300370898 80000.00
LLA :
BT 1731804 8B5B 252 VU021 0 050120 2D 000000 A00001853839

430008 1300370899 133002.00
LLA :
BU 1731810 846C 252 V5H00 0 050120 2D 000000 A00001853840

430009 1300370900 226465.00
LLA :
BV 1731804 8C4C 252 V5H00 0 050120 2D 000000 A00001853961

430010 1300373675 225000.00
LLA :
BW 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001871008

630004 1300370898 20000.00
LLA :
BT 1731804 8B5B 252 VU021 0 050120 2D 000000 A00001853839

630005 1300370899 130000.00
LLA :
BU 1731810 846C 252 V5H00 0 050120 2D 000000 A00001853840

MOD 27 Funding 882792.00
Cumulative Funding 8500108.86

MOD 28

430011 1300353558 33000.00
LLA :
BX 97X4930 NH6B 257 77777 0 050120 2F 000000 A00001750419

MOD 28 Funding 33000.00

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Cumulative Funding 8533108.86

MOD 29

430012 130040117700001 73500.00
 LLA :
 BY 97X4930 NH6B 257 77777 0 050120 2F 000000 A00002105856

430013 130040117800001 128625.00
 LLA :
 BZ 97X4930 NH6B 257 77777 0 050120 2F 000000 A00002105931

430014 130040117600001 250000.00
 LLA :
 CA 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002105852

MOD 29 Funding 452125.00
 Cumulative Funding 8985233.86

MOD 30

430014 130040117600001 140000.00
 LLA :
 CA 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002105852

430015 130037089900002 70000.00
 LLA :
 BU 1731810 846C 252 V5H00 0 050120 2D 000000 A00001853840

630005 130037089900002 (70000.00)
 LLA :
 BU 1731810 846C 252 V5H00 0 050120 2D 000000 A00001853840

MOD 30 Funding 140000.00
 Cumulative Funding 9125233.86

MOD 31

700001 130042639700001 190000.00
 LLA :
 CB 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002301480

900001 130042639700002 10000.00
 LLA :
 CB 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002301480

MOD 31 Funding 200000.00
 Cumulative Funding 9325233.86

MOD 32

900002 130043008000001 30000.00
 LLA :
 CC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002323976

MOD 32 Funding 30000.00
 Cumulative Funding 9355233.86

MOD 33

700002 130043334200001 220000.00
 LLA :
 CD 1741804 8C4C 252 V5H00 0 050120 2D 000000 A00002345518

700003 130043335700001 50000.00
 LLA :

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CE 97X4930 NH6B 257 77777 0 050120 2F 000000 A00002346545

900003 130043334200002 30000.00

LLA :

CD 1741804 8C4C 252 V5H00 0 050120 2D 000000 A00002345518

MOD 33 Funding 300000.00

Cumulative Funding 9655233.86

MOD 34 Funding 0.00

Cumulative Funding 9655233.86

MOD 35

700004 130043398700001 67000.00

LLA :

CF 1741804 8C4C 252 V5H00 0 050120 2D 000000 A00002350937

700005 130043398700002 8500.00

LLA :

CF 1741804 8C4C 252 V5H00 0 050120 2D 000000 A00002350937

700006 130044532800001 150000.00

LLA :

CG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002429715

700007 130044743900001 235000.00

LLA :

CH 1741804 8B4B 257 V5Z00 0 050120 2D 000000 A00002443999

900004 130044532800002 15000.00

LLA :

CG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002429715

900005 130044743900002 25000.00

LLA :

CJ 1741804 8B4B 252 V5Z00 0 050120 2D 000000 A00002443999

MOD 35 Funding 500500.00

Cumulative Funding 10155733.86

MOD 36

420008 130030164300001 (47450.00)

LLA :

BK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001373797

MOD 36: Deobligate funds in the amount of (\$47,450.00) From \$47,450.00 to \$0.00

420009 130030512700001 (17400.00)

LLA :

BL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001402415

MOD 36: Deobligate funds in the amount of (\$17,400.00) From \$17,400.00 to \$0.00

420010 130027443500003 (62805.07)

LLA :

BC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001224862

MOD 36: Deobligate funds in the amount of (\$62,805.07) From \$80,000.00 to \$17,194.93

620003 130030232400002 (57824.85)

LLA :

BJ 1721804 70BD 252 53824 S 060957 2D X005BM P00072NU000Q

MOD 36: Deobligate funds in the amount of (\$57,824.85) From \$120,000.00 to \$62,175.15

620004 130027443500004 (18964.78)

LLA :

BC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001224862

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MOD 36: Deobligate funds in the amount of (\$18,964.78) From \$20,000.00 to \$1,035.22

630005 130037089900002 (14498.73)

LLA :

BU 1731810 846C 252 V5H00 0 050120 2D 000000 A00001853840

MOD 36: Deobligate funds in the amount of (\$14,498.73) From \$60,000.00 to \$45,501.27

700008 130045218400001 170000.00

LLA :

CK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002482426

INCREMENTAL FUNDING, \$170,000.00 10 USC 2410(a) Authority is hereby invoked. (OMN)

700009 130045382200001 84000.00

LLA :

CL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002499363

INCREMENTAL FUNDING, \$84,000.00, 10 USC 2410(a) Authority is hereby invoked. (OMN)

900006 130045218400002 18000.00

LLA :

CK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002482426

INCREMENTAL FUNDING, \$18,000.00, 10 USC 2410(a) Authority is hereby invoked. (OMN)

MOD 36 Funding 53056.57

Cumulative Funding 10208790.43

MOD 37

700010 130047293400001 263000.00

LLA :

CM 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002683586

Standard Number: N0002414WX05342

Incremental Funding

MOD 37 Funding 263000.00

Cumulative Funding 10471790.43

MOD 38

700011 130048424400001 14498.73

LLA :

CN 1731810 846C 251 V5H00 0 050120 2D 000000 A00002771452

Standard Number: N0002413WX03370

Incremental funding.

700012 130048424800001 49000.00

LLA :

CP 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002771459

Standard Number: N0006015WR2AL8F

Incremental Funding

700013 130048424700001 70000.00

LLA :

CQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002771458

Standard Number: N0002415WX000541

Incremental funding

700014 130048424900001 330000.00

LLA :

CR 1751804 8C4C 252 V5H00 0 050120 2D 000000 A00002771460

Standard Number: N0002415WX00541

Incremental funding

700015 130048424600001 33000.00

LLA :

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CT 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002771457
Standard Number: RP000715WX001BM
Incremental Funding

900007 130048424700002 30000.00

LLA :

CQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002771458
Standard Number: N0002415WX00541

Incremental funding. Mod 42 updated the ACRN for this SLIN from CL to CQ.

900008 130048424900002 20000.00

LLA :

CM 1751804 8C4C 252 V5H00 0 050120 2D 000000 A00002771460
Standard Number: N0002415WX00541

Incremental funding

900009 130048424500001 20000.00

LLA :

DE 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002771456
Standard Number: N0002414WX05342

Incremental Funding

MOD 38 Funding 566498.73
Cumulative Funding 11038289.16

MOD 39 Funding 0.00
Cumulative Funding 11038289.16

MOD 40

700016 130050463000001 234000.00

LLA :

CU 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002916982
Standard Number: N0002415WX00541

Incremental Funding

700017 130050485100001 38500.00

LLA :

CV 1751804 70BD 252 53824 S 060957 2D X007BM P00075NU000Q
Standard Number: M

Incremental funding

700018 130050485200001 29000.00

LLA :

CW 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002916983
Standard Number: N0016715WX00246

Incremental funding

900010 130050463000002 10000.00

LLA :

CU 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002916982
Standard Number: N0002415WX00541

Incremental funding

MOD 40 Funding 311500.00
Cumulative Funding 11349789.16

MOD 41

700019 130051112400001 100000.00

LLA :

CX 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002957670
Standard Number: N0002415WX00541

Incremental Funding, Mod 41

MOD 41 Funding 100000.00
Cumulative Funding 11449789.16

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MOD 42 Funding 0.00
Cumulative Funding 11449789.16

MOD 43 Funding 0.00
Cumulative Funding 11449789.16

MOD 44

700020 130052415400001 70000.00

LLA :

CY 97X4930 NH6B 252 77777 0 050120 2F 000000 A00003045174

Standard Number: M

Incremental Funding, Mod 44. 10 USC 2410(a) Authority is hereby invoked

700021 130052475500001 38500.00

LLA :

AA 1751804 70BD 252 53824 S 060957 2D X007BM P00075NU000Q

Standard Number: M

Incremental Funding, Mod 44. 10 USC 2410(a) Authority is hereby invoked

MOD 44 Funding 108500.00
Cumulative Funding 11558289.16

MOD 45

700022 130052754100001 50000.00

LLA :

DA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00003073375

Standard Number: N6660415WX51479

Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked.

700023 130052745900001 83000.00

LLA :

DB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00003072920

Standard Number: N6660415WX51480

Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked.

700024 130053068000001 29000.00

LLA :

DC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00003101483

Standard Number: M

Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked.

900011 130052745900002 17000.00

LLA :

DB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00003072920

Standard Number: N6660415WX51480

Incremental Funding, Mod 45. 10 USC 2410(a) Authority is hereby invoked.

MOD 45 Funding 179000.00
Cumulative Funding 11737289.16

MOD 46

700025 130053412300001 113449.62

LLA :

DD 1761804 8C4C 257 V5H00 0 050120 2D 000000 A00003143038

Standard Number: N0002416WX00219

Incremental funding, Mod 46.

MOD 46 Funding 113449.62
Cumulative Funding 11850738.78

MOD 47 Funding 0.00
Cumulative Funding 11850738.78

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MOD 48

700021 130052475500001 (38500.00)
LLA :
AA 1751804 70BD 252 53824 S 060957 2D X007BM P00075NU000Q
Standard Number: M
Incremental Funding, Mod 44. 10 USC 2410(a) Authority is hereby invoked

MOD 48 Funding -38500.00
Cumulative Funding 11812238.78

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 CONTROLLED UNCLASSIFIED INFORMATION (INCLUDES FOR OFFICIAL USE ONLY INFORMATION)

Ref: DoD Regulation 5200.1-R, DoD Information Security Program//SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, e.g. documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document. Minimum FOUO protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

1. Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information shall be stored in unlocked containers, desks, or cabinets if Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

2. Transporting/Transmitting/Release/Destruction: FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or – for bulk shipments – 4th class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed if being transmitted within Navy networks, and digitally signed and encrypted if being transmitted outside a Navy network to an approved contractor email address. Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard). FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.

3. Markings: Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS "B" through "X" preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

2.0 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

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Ref: SECNAV M-5510.30, Department of the Navy Personnel Security Program

Personnel accessing government information systems in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an Information Technology (IT) Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACLCC) for civilian personnel is required for IT Levels II and III. Additionally, Telecommunications Directive (NTD) 02-06, Information Assurance (IA) Training Requirement, and DoDD 8570.1, Information Assurance Training, Certification, and Workforce Management Policy, require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account.

3.0 UNCLASSIFIED NAVAL NUCLEAR PROPULSION INFORMATION HANDLING

Ref: NAVSEAINST 5511.32C, Safeguarding of Naval Nuclear Propulsion Information

Contractor may be required to handle Unclassified Naval Nuclear Propulsion Information (U-NNPI) during the performance of this contract. NNPI is “all information, Classified (C-NNPI) or Unclassified (U-NNPI), concerning the design arrangement, development, manufacturing, testing, operation, administration, maintenance and repair of the propulsion plants of nuclear powered ships..., including associated shipboard and shore-based nuclear support facilities. Minimum requirements for protecting U-NNPI are as follows:

a. U-NNPI is subject to export controls. Each transmittal to a foreign government or foreign nationals may be made only with the prior approval of the Naval Sea Systems Command (NSSC). Only US citizens may be allowed to access the information in any way, shape, or form. Hand-carrying of U-NNPI outside of the continental United States or Hawaii is not permitted. Only people with a “Need to Know” are allowed access to U-NNPI, even if US citizens. This includes friends, family members and even other workers who don’t have a need to know what you’re working on.

b. When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g. file cabinet, safe, etc.) and/or a locked room or within a CNIA/NWA. Only authorized persons may have access and any compromise of the container must be visually detectable. No labels should indicate containers contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unattended in a home, motel room, automobile, sent with baggage, etc. You need a Naval Undersea Warfare Center Division Keyport Property Pass to take U-NNPI off-site and a courier card or letter to take C-NNPI off station.

c. Documents require the word NOFORN at the top and bottom of each page and the cover sheet the warning statement shown below. Documents originated that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled. When no longer required, U-NNPI must be destroyed in the same manner as classified information.

NOFORN: This document is subject to special export controls. Each transmittal to a foreign government or foreign national may be made only with prior approval of the Naval Sea Systems Command.

d. U-NNPI may not be transmitted via email unless the system has been approved by the Naval Sea Systems Command. U-NNPI may not be posted on websites, including intranets, unless approved by the Naval Sea Systems Command. U-NNPI may not be processed on networked computers with outside access unless approved by the NSSC. U-NNPI may not be processed on personal computers (i.e., non-government or contracted organization) or put on Personal Digital Assistants (PDAs). If UNNPI is stored on a local drive (e.g. “C drive”), the computer must be secured within a locked space. If desired the company may submit a proposal for processing

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NNPI on company computer systems.

e. U-NNPI may be faxed within the continental US and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental US, including military installations, unless encrypted by NSSC approved means. U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

f. Report any attempts to elicit U-NNPI by unauthorized persons or any compromises of U-NNPI by unauthorized persons to the Keyport Security Office, 360-396-2822/2244. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on website, transmission via email, or violation of the information system (hackers).

g. Questions regarding the handling of U-NNPI may be directed to the NUWC Division Keyport Security Office, 360-396-2822.

4.0 KEY PERSONNEL

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract:

| Key Personnel Position | Name |
|------------------------|------|
| Program Manager | |
| Senior Engineer | |
| Principal Scientist | |
| Software Engineer | |

5.0 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

6.0 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

- (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is

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located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

| CPFF/CPIF/ODC | | | |
|---------------|-----------------|----------------|------------------|
| ITEM | ALLOTED TO COST | ALLOTED TO FEE | EST. POP THROUGH |
| 4000 | ██████████ | ██████████ | |
| 4100 | ██████████ | ██████████ | |
| 4300 | ██████████ | ██████████ | |
| 6000 | 246,000.00 | 0.00 | |
| 6200 | 213,210.37 | 0.00 | |
| 6300 | 150,501.27 | 0.00 | |
| 9000 | 225,000.00 | 0.00 | |

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

(c) CLIN 6100 is fully funded and performance under this CLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

(End of Text)

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to completion of the base period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Note: Within the base year and each option year, optional items are available. The notification times identified in clause 52.217-9, above, are applicable to the optional items.

52.222-41 Service Contract Act (1965) - By reference.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

| Employee Class | Monetary Wage/Fringe Benefits |
|-----------------------------------|-------------------------------|
| 01117 General Clerk III | GS3 - \$11.51 |
| 01313 Secretary III | GS6 - \$16.12 |
| 03102 Computer Systems Analyst II | GS11 - \$26.50 |

52.222-49 Service Contract Act—Place of Performance Unknown (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Awardee's place of performance. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the date of award.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Note: See attachments 8 and 9 for the Service Contract Act Wage Determinations included in this task order.

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SERVICE CONTRACT ACT WAGE ADJUSTMENT:

Upon exercise of each Option Year, an updated Service Contract Act (SCA) Wage Determination will be incorporated into the task order. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be processed in accordance with FAR 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

52.245-1 Government Property (Jun 2007) - By reference.

52.245-2 Government Property Installation Operation Services (Jun 2007) By reference.

52.245-9 Use and Charges (Jun 2007) By reference.

252.204-7008 Requirements for Contract Involving Export-Econtrolled Items (Jul 2008) - By reference.

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

- Attachment 1 - Reserved
- Attachment 2 - Reserved
- Attachment 3 - Reserved
- Attachment 4 - DD254
- Attachment 5 - Quality Assurance Surveillance Plan
- Attachment 6 - Performance Requirements Summary
- Attachment 7 - Government Furnished Equipment
- Attachment 8 - Reserved
- Attachment 9 - Reserved
- Attachment 10 - Estimated Material Costs
- Attachment 11 - Contract Data Requirement List 1
- Attachment 12 - Contract Data Requirement List 2
- Attachment 13 - Contract Data Requirement List 3
- Attachment 14 - Section 2410 Authority
- Attachment 15 - Service Contract Act Wage Determination, Number 2005-3007, Revision 12, dated 06/13/2011
- Attachment 16 - Section 2410a Authority
- Attachment 17 - Service Contract Act Wage Determination, Number 2005-2111, Revision 13, dated 06/19/2012
- Attachment 18 - Service Contract Act Wage Determination, Number 2005-2111, Revision 14, dated 06/19/2013