

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4589	2. DELIVERY ORDER NO. FG0106	3. EFFECTIVE DATE ORIG 11/14/2007 MOD 09/25/2008	4. PURCHASE REQUEST NO. N00174-08-MR-30296	Rating Unrated
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5. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 paulette.bowman@navy.mil 301-744-6663	CODE N00174	6. ADMINISTERED BY DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD BLDG. 1, ARDEC PICATINNY NJ 07806-5000	CODE S3101A
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7. CONTRACTOR Systems Documentation, Inc. 1001 Durham Avenue South Plainfield NJ 07080-2300	CODE 1LMT3	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266	CODE HQ0337
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Systems Documentation, Inc.	Barbara Reeder		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Denise E Johnson	09/25/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$7,404,961.46
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

The purpose of this modification is to add Incremental Funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

CLIN 1000-06 - \$32,113.74

CLIN 3000-06 - \$15,232.26

Requisition # 13138-8261-2304

Amount: \$47,346.00

Customer: Washington Navy Yard, Navy

ACRN: AD

Program: JCREW Support

CLIN 1000-07 - \$366,874.50

CLIN 3000-07 - \$99,220.50

Requisition # 13138-8261-2312

Amount: \$466,095.00

Customer: Washington Navy Yard, Navy

ACRN: AE

Program: JCREW Support

CLIN 1000-08 - \$32,113.74

CLIN 3000-08 - \$7,498.26

Requisition # 13138-8261-2314

Amount: \$39,612.00

Customer: Washington Navy Yard, Navy

ACRN: AF

Program: B6 Support

CLIN 1000-09 - \$32,113.74

CLIN 3000-09 - \$7,498.26

Requisition # 13138-8261-2316

Amount: \$39,612.00

Customer: Washington Navy Yard, Navy

ACRN: AG

Program: B6 Support

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

<u>ITEM</u> <u>(S)</u>	<u>ALLOTTED</u> <u>COST</u>	<u>ALLOTTED</u> <u>FEE</u>	<u>ESTIMATED</u> <u>PERFORMANCE PERIOD</u>
1000	\$548,215.12	\$44,449.88	13 November 2008

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

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

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$592665.00 from \$4414367.00 to \$5007032.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Life Cycle Management and Supportability for JCREW (TBD)	1.0 Lot	\$6,322,926.48	\$366,082.98	\$6,689,009.46
100001	Funding Only				
100002	Incremental Funding				
100003	Incremental Funding				
100004	Incremental Funding				
100005	Incremental Funding				
100006	Incremental Funding				
100007	Incremental Funding				
100008	Incremental Funding				
100009	Incremental Funding				
1001	Life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$6,516,973.42	\$377,582.00	\$6,894,555.42
1002	Life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$6,716,786.55	\$389,434.39	\$7,106,220.94
1003	Life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$6,922,789.68	\$401,661.11	\$7,324,450.79
1004	life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$7,135,730.76	\$414,292.93	\$7,550,023.69

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODCs NOT TO EXCEED \$715,952 (TBD)		1.0 Lot	\$715,952.00
300001	Funding Only			
300002	Incremental Funding			
300003	Incremental Funding			
300004	Incremental Funding			
300005	Incremental Funding			
300006	Incremental Fnding			
300007	Incremental Funding			
300008	Incremental Funding			
300009	Incremental Funding			
3001	ODCs NOT TO EXCEED \$737,431 (TBD) Option		1.0 Lot	\$737,430.56
3002	ODCs NOT TO EXCEED \$759,553 (TBD) Option		1.0 Lot	\$759,553.48
3003	ODCs NOT TO EXCEED \$782,340 (TBD) Option		1.0 Lot	\$782,340.08
3004	ODCs NOT TO EXCEED \$805,810 (TBD) Option		1.0 Lot	\$805,810.27

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Joe McClure Mailing Address: Weapon Simulation, 4280 South Patterson Road, Suite 110 Code: CAC1 Indian Head MD 20640-5135 Telephone No. (301) 744-4688 ext. 276

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(b) The Alternate TOM for this contract is:

Name: Dawn Tolson

Mailing Address: Weapon Simulation, 4280 South Patterson Road, Suite 110, Code CAC6, Indian Head MD 20640-5135, Telephone No. (301) 744-4628 ext. 292

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

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

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

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

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

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

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

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(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

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

is required with each invoice submittal.

XX is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

XX is not required.

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

STATEMENT OF WORK

LIFE CYCLE MANAGEMENT AND SUPPORTABILITY

FOR

JOINT COUNTER RADIO-CONTROLLED

IMPROVISED EXPLOSIVE DEVICE (IED) ELECTRONIC WARFARE (JCREW)

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) has been tasked to provide training, logistics, documentation, and program management support for electronic warfare systems such as Joint Counter Radio-controlled improvised explosive device (IED) Electronic Warfare (JCREW) systems for Joint Program offices. Naval Sea Systems Command (NAVSEA) PMS 408 provides overall logistics, life cycle management and supportability for JCREW. The Explosive Ordnance Technology Division (EODTECHDIV) Code 80 provides product support for each of the individual CREW systems that are part of a very comprehensive Spiral development program. Individual services provide product support for current legacy systems. As a result, an additional requirement for overall synchronized training and logistics support across the CREW systems, both legacy and future releases, is required.

1.2 Background (For Information Purposes Only)

A Single Service Manager (SSM) has been established to support the counter measures required to defeat Radio Controlled IED devices. While established as a program of record within NAVSEA, this organization must support the requirements across the services and with coalition and partner nations. Specifically, NAVSEA PMS 408 has been established to support the life cycle management of JCREW systems.

1.3 Scope

This Statement of Work (SOW) defines the training, logistics, documentation, and program management services required to support JCREW systems, as well as, other Electronic Warfare Systems Cross service requirements to include the Active and Expeditionary Fleet Forces. In performance of these tasks, the contractor shall have a thorough understanding of current Army, Navy, Air Force and Marine Corps systems, for surface and airborne and Potential Maritime CREW. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

2.0 REQUIREMENTS

2.1 TRAINING SUPPORT

2.1.1 Curriculum Development

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The contractor shall deliver new training materials and support the updating of existing materials which support upgrades to the Increment 1, Increment 2 and future CREW Spirals.

Training services will require development of an overarching Training Plan and Strategy, analysis and recommendations for modifications of the acquisition process and contracts to support training requirements, new equipment training, program of instruction for new equipment training across military discipline and audience specific requirements.

The contractor shall provide the CREW training master plan which must provide a holistic view of all current and future training initiatives supporting JCREW capabilities. It will include attributes such as training impacts throughout the warfighter life cycle, identification of levels of training received, identification of types of training received (virtual, individual, collective), identification of resources necessary to accomplish the training mission and a schedule of critical events involved for the development and execution of training events.

2.1.2 JCREW Training Integrated Product Team (IPT) Support

The contractor shall provide assistance with planning, facilitating and leading the JCREW Training IPT under the direction of the JCREW Single Service Manager Supportability. Support will include scheduling, facilitating and managing bi-weekly conference calls and quarterly general session meetings.

2.1.3 JCREW Interactive Electronic Technical Manuals (IETM) and Computer Based Training (CBT)

The contractor will support the design, development, validation, deployment and maintenance of Interactive Electronic Technical Manuals (IETM's) for future CREW Spirals and their integration with JCREW computer-based training materials. The contractor must understand and support S1000D standards for the IETM and Shareable Content Object Reference Model (SCORM) 2004 for the CBT. The actual IETM development will continue through the Software Engineering Center at Fort Monmouth under the direction of PMS 408.

2.1.4 JCREW Knowledge Management Support

The contractor will be responsible for the establishment of a repository that will be used to store and manage all relevant source materials used in the development of formal training materials and electronic technical manuals, as well as the formal Training Materials and Electronic Technical Manual deliverables.

The contractor shall provide assistance with designing, developing, and deploying JCREW collaborative applications related to the management and delivery of JCREW training, technical data and other related information.

2.2 LOGISTICS SUPPORT SERVICES

The contractor shall provide logistics subject matter expertise to support the Electronic Warfare (EW) community, specifically the JCREW logistics team. The position supported will be the Field Logistics Manager who is subordinate and responsive to the Single Service Manager for JCREW. The contractor will provide logistical assistance to the JCREW Field Logistics for newly acquired and legacy systems. The support will require the overarching coordination with senior level representatives of Department of Defense (DoD), as well as other Government agencies, specifically senior Logistics representation for the JCREW community with the Legacy and Acquisition arms of the Army, Marine Corps, Navy and Air Force. In some cases, it will be necessary to participate and/or lead senior Working Groups and participate on headquarter (HQ) led IPT's.

The contractor shall provide support to assist with the execution of the acquisition and supportability planning and life cycle support. Logistical support will be provided in the following areas: Training (CONUS and OCONUS); Inventory Management (DoD wide); Outfitting/Fitting Out; Supply Support; Failure and Maintenance Tracking; Packaging, Handling, Storage, and Transportation (PHS&T); and disposition of retrograded systems.

2.2.1 CREW Logistics Master Plans

The contractor will support the preparation, updating, and tracking of CREW Logistics documentation to include the Overarching Program Schedule and Plan of Action and Milestone (POA&M), Technology Deployment Plans and the

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System Supportability Plans.

When directed, contractor shall provide assistance with the preparation and execution of the Integrated Logistics Support Plans (ILSP), Integrated Master Schedules (IMS), Logistics Requirements Funding Summary (LRFS), and Provisioning Technical Documentation (PTD). The contractor shall provide support for project and/or process flow diagramming. Additionally, the contractor will provide assistance with coordinating, communicating and maintaining the Cross Service Retrograde Plan for CREW systems.

2.2.2 Analysis and Logistical Program Support

The contractor will support the ongoing management of the CREW Logistics to include logistics decision analysis and advice on best logistics alternatives. The contractor shall provide assistance with the execution of the working group meeting minutes, action item tracking and meeting preparation. When directed, the contractor shall provide on-site support to assist the Field Logistics Program Manager with the execution of the day-to-day management tasks. Additionally, the contractor shall provide administrative services as required by the Field Logistics Program Manager.

The contractor shall coordinate and respond to the program management of JCREW on logistics issues. The contractor will assist in identification of key tasks, deliverables and milestones. The contractor will support communication of these items in development of program management tools and inter-organizational coordination. The contractor will provide assistance with developing and presenting program briefings at the direction of the Single Service Manager.

2.2.3 CREW Logistics Liaison to Military Services

The contractor will provide assistance to the CREW Logistics to include field logistic support services on cross-service coordination and implementation of the complex issues which Joint service enterprises encounter on a daily basis. This support will require interaction with Logistics counterparts in the Army, Marine Corps, Air Force as well as any other Government organization working in the area of JCREW. When directed, the contractor shall provide support to assist with the execution of the System Retrograde Plan and the Joint Configuration Control Board executive secretariat.

2.2.4 Logistics Material Management Support

The contractor shall provide Material Management Support for EW related equipment, specifically CREW and JCREW systems. This support will include receipt, identification marking, storage/stowage, inventory management, tracking and shipping in accordance with appropriate DoD policy, process and procedures. Additionally, the contractor will be available for third party inspection and Quality Assurance of Material Management for the Government. The contractor shall provide assistance with the disposition of equipment no longer required by the CREW customers.

2.3 DOCUMENTATION SUPPORT

2.3.1 Training Documentation Support

The contractor will provide support for the development and implementation of cross service training documentation. The contractor will apply an analytical approach to developing the engineering, logistical and the Systems Management information into the Program of Instruction for EW systems, specifically CREW and JCREW training requirements. The Program of Instruction must be inclusive of Operator, Maintainer and General Officer. The contractor will parse the courses with respect to the various levels of need.

2.3.2 Logistics Documentation

The contractor will be responsible for providing logistics documentation support for all of the CREW and JCREW offices being supported. This documentation will adhere to DoD Acquisition Standards and cross service policies. The contractor will maintain configuration control of documentation that they or others author in support of the JCREW Program. Documentation can consist of a variety of logistics elements in areas such as concept, capability, experimentation, strategy, requirements determination, doctrine, lessons learned, training and other types of plans, exercise event execution, reviews, reports and other documents supporting Joint and individual service member

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logistics needs.

2.4 PROGRAM MANAGEMENT SUPPORT

The contractor shall provide management and technical support for electronic warfare systems such as CREW and JCREW. The contractor shall assist in the development of management plans and strategies, milestone planning and tracking, preparation of technical briefing materials in both hard copy and soft copy format, evaluations of program schedules, and deliverable tracking to include the planning, and/or reviewing of program data deliverables. The contractor may be required to organize, attend or host, and facilitate program meetings/Integrated Product Team (IPT) discussions as directed by the Government. The contractor will support the on-site management of CREW Logistics to include the Secure Video Teleconferencing Center (VTC), meetings, CREW Summits and Industry Days. The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, and draft the minutes and action items for appropriate action.

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

3.1 The contractor shall submit monthly status reports, which are due on the 15th of each month and shall be submitted to Indian Head Division/Naval Surface Warfare Center, Acquisition Support Division, 4280 South Patterson Road, Suite 110, Code CAC1, Indian Head, MD 20640-5135. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this task order
- Trips and significant results
- Plans for activities during the following period

3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet relevant commercial guidelines / standards and will include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.

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- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order.

Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records.

Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

5.0 SECURITY

All personnel proposed for this effort must be eligible for a Department of Defense (DoD) "Secret" clearance. The contractor will have access to information and compartments with a "Secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified by the Government technical representative.

6.0 TRAVEL

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the Task Order Manager (TOM).

The contractor shall be prepared for travel to CONUS and OCONUS locations.

7.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

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SECTION D PACKAGING AND MARKING

SEE THE BASIC CONTRACT

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SECTION E INSPECTION AND ACCEPTANCE

SEE THE BASIC CONTRACT

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SECTION F DELIVERABLES OR PERFORMANCE

The basic effort to be performed under this task order, shall be completed within a period of (60 months) from the base year, with four (4) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the offeror's basic Sea-Port E contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Joe T. McClure, CAC1
101 Strauss Ave.
Indian Head, MD 20640
joe.mcclure@navy.mil
301-744-4688

SPECIAL PAYMENT INSTRUCTIONS - PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE ACRNS ON THE INVOICES

5252.232-9104 - ALLOTMENT OF FUNDS (MAY 1993)

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

SEE SECTION B AND G

IHD X - INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2006)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center 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. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type: Cost Voucher

Issuing Office DODAAC N00174

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Admin DODAAC : S3101A

Inspector DODAAC : n/a

Acceptor DODAAC: N00174

LPO DODAAC : N/A

Pay DODAAC: DFAS

DCAA Auditor DODAAC: HAA314

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

(e) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the email addresses noted below. These additional notifications to the government are necessary to make the acceptor aware that the invoice documents have been submitted into the WAWF system. Without these additional notifications, the government may be unable to process your submissions in a timely manner, which will delay payment.

Send Additional Email Notifications to the Following Addresses:

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWC IHD WAWF point of contact, Dan Twombly, at 301-744-6648 or daniel.twombly@navy.mil.

Notes for the Contract Specialist:

(1) Insert the correct invoice type: usually 2-n-1 for FFP service type contracts, combo for FFP supply contracts, and cost voucher for cost reimbursement contracts.

(2) Insert the correct DCMA DoDAAC using the CASD available at <http://www.dcmamil>.

(3) If inspection is at source, insert the DCMA DoDAAC in accordance with note three; if inspection is at destination, insert N/A.

(4) Insert the DoDAAC for the acceptor's (i.e., the person that would have signed the DD250) organization (e.g., N00174 for IHD or Det Earle, N47652 for Det Yorktown, N0464A for EODTECHDIV, etc.).

(5) Insert the correct DFAS DoDAAC using the CASD available at <http://www.dcmamil>.

(6) For cost reimbursement contracts, insert the correct DCAA DoDAAC using the Audit Office Locator tool available at <http://www.dcaamil>. For all other contracts, insert N/A.

(7) Insert the work email addresses for the acceptor and contract administrator, as well as any other points of contact that require notifications.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

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Phone Number: (301)744-6663

Email: paulette.bowman@navy.mil

Payments/Invoicing: DFAS Columbus

Phone Number: (800) 756-4571

Task Order Manager: Joe McClure

Phone Number: (301)744-4688

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer at (301) 744-6666.

```

Accounting Data
SLINID  PR Number          Amount
-----
100001  73113691                288262.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027
Reference # N0002408AF174ER

300001  73113691                3000.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: NN0002408WX11027
N0002408AF174ER

MOD 1

100002  13138-7345-6626        275112.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: n0002408WX11027 Amend. No. 01

100003  13138-8025-3219        812471.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 02

300002  13138-7345-6626        7000.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 01

300003  13138-8025-3219        158403.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 02

MOD 2

100004  13138-8080-1974        2604751.00
LLA :
AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000
Standard Number: N0002408WX70516

300004  13138-8080-1974        191366.00
LLA :
AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000

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Standard Number: N0002408WX70516

MOD 4

100005 13138-8121-6633 72155.55
 LLA :
 AC 1781804 8B5B 253 SAS04 068342 2D 000000 15B70SWE0700
 Standard Number: N0002408WX02256

300005 13138-8121-6633 1846.45
 LLA :
 AC 1781804 8B5B 253 SAS04 068342 2D 000000 15B70SWE0700
 Standard Number: N0002408WX02256

MOD 6

100006 13138-8261-2304 32113.74
 LLA :
 AD 1781804 8RZ3 252 SASLM 0 068342 2D 000000 001930000000
 Standard Number: N0002408WX70761

100007 13138-8261-2312 366874.50
 LLA :
 AE 1781804 8RZ3 253 SASLM 0 068342 2D 000000 001340000000
 Standard Number: N0002408WX70760

100008 13138-8261-2314 32113.74
 LLA :
 AF 97-11X8242 80F6 310 YZSLM 0 068342 2D CCTX01 D4401425101P
 Standard Number: N0002408WX51199

100009 13138-8261-2316 32113.74
 LLA :
 AG 97-11X8242 81F6 310 YZSLM 0 068342 2D CCXT01 D4402425101P
 Standard Number: N0002408WX51200

300006 13138-8261-2304 15232.26
 LLA :
 AD 1781804 8RZ3 252 SASLM 0 068342 2D 000000 001930000000
 Standard Number: N0002408WX70761

300007 13138-8261-2312 99220.50
 LLA :
 AE 1781804 8RZ3 253 SASLM 0 068342 2D 000000 001340000000
 Standard Number: N0002408WX70760

300008 13138-8261-2314 7498.26
 LLA :
 AF 97-11X8242 80F6 310 YZSLM 0 068342 2D CCTX01 D4401425101P
 Standard Number: N0002408WX51199

300009 13138-8261-2316 7498.26
 LLA :
 AG 97-11X8242 81F6 310 YZSLM 0 068342 2D CCXT01 D4402425101P
 Standard Number: N0002408WX51200

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

New Year's Day 01 January

Martin Luther King's Birthday 19 January

President's Day 16 February

Memorial Day 31 May

Independence Day 5 July

Labor Day 6 September

Columbus Day 11 October

Veteran's Day 11 November

Thanksgiving Day 25 November

Christmas Day 24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

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AREA FROM TO

Contracts Division (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Branch (BLDG. 116) 7:30 A.M 11:00 A.M

12:30 P.M. 2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

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

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

252.215-7003 - Excessive Pass-Through Charges - Identification of Subcontract Effort (APR 2007)

252.215-7004 - Excessive Pass-Through Charges (APR 2007)

252.225-7040 - Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed
Outside the U.S. (JUN 2006)

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

OPTION TO EXTEND THE TERM OF THE TASK ORDER

- (a) The Government may extend the term of this task order by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

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SECTION J LIST OF ATTACHMENTS

Section L

Section M

Past Performance Matrix

Past Performance Questionnaire

Cost Summary Format

DD-254

Contract Administration Plan

Wage Determination

Privacy Act Certification

DoD Contract Security Classification Specification, Revision 1, dated 22 May 2008