

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 11-May-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-59428		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A



8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD01
	10B. DATED (SEE ITEM 13) 25-Aug-2006
CAGE CODE 3UWB7	FACILITY CODE 035274158

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral modification IAW FAR 52.232-22 LIMITATION OF FUNDS

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)	
		[Redacted] Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ [Redacted]	11-May-2009
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to (a) correct Clause SEA 5252.232-9104 ALLOTMENT OF FUNDS; and (b) provide incremental funding in the amount of \$ [REDACTED] and add funding SLINs. Accordingly, said Task Order is modified as follows:

(a) In Clause SEA 5252.232-9104 the column entitled "ESTIMATED PERIOD OF PERFORMANCE" is revised to read "PERIOD OF PERFORMANCE". The information provided under that column for SLINs 100001 through 100029 and 300001 through 300029 is revised from "Base Year 1" to read "5 Years After Award".

(b) Incremental funding is provided in the amount of \$ [REDACTED] as follows:

<u>New SLIN</u>	<u>Amount Funded By This Modification</u>	<u>Requisition Number</u>	<u>ACRN</u>
100030	[REDACTED]	91117982	AR
100031	[REDACTED]	91149508	AU
300030	[REDACTED]	91117982	AR

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	FULLY BURDENED LABOR COSTS - MOBILE TRAINING TEAM SERVICES IN SUPPORT OF FLEET READINESS (TBD) (TBD)	1.0 Lot	[REDACTED]		
100001	Incremental Funding [REDACTED] (OMN) (TBD)				
100002	Incremental Funding [REDACTED] (TBD)				
100003	Incremental Funding [REDACTED] (TBD)				
100004	Incremental Funding [REDACTED] (TBD)				
100005	Incremental Funding [REDACTED] (OMN) (TBD)				
100006	Incremental Funding [REDACTED] (OMN) (TBD)				
100007	Incremental Funding [REDACTED] (RDT&E) (TBD)				
100008	Incremental Funding [REDACTED] (OMN) (TBD)				
100009	Incremental Funding [REDACTED] (OMN) (TBD)				
100010	Incremental Funding [REDACTED] (OMN) (TBD)				
100011	Incremental				

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- Funding
[REDACTED] (OMN)
(TBD)
- 100012 Incremental
Funding
[REDACTED] (OMN)
(TBD)
- 100013 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100014 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100015 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100016 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100017 Incremental
Funding
[REDACTED]
(RDT&E) (TBD)
- 100018 Incremental
Funding
[REDACTED] (OMN)
(TBD)
- 100019 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100020 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 100021 Incremental
Funding
[REDACTED] (OMN)
(TBD)
- 100022 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100023 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 100024 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 100025 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 100026 Incremental

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Funding

[REDACTED] (OMN)
(TBD)

100027 Incremental
Funding [REDACTED]
(WCF)

100028 Incremental
Funding [REDACTED]
(O&MN,N)

100029 Incremental
Funding [REDACTED]
(O&MN,N)

100030 Incremental
Funding [REDACTED]
(O&MN,N)

100031 Incremental
Funding [REDACTED]
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	FULLY BURDENED OTHER DIRECT COSTS (TBD)	1.0 Lot	[REDACTED]
300001	Incremental Funding [REDACTED] (OMN) (TBD)		
300002	Incremental Funding [REDACTED] OMN) (TBD)		
300003	Incremental Funding [REDACTED] (OMN) (TBD)		
300004	Incremental Funding [REDACTED] (OMN) (TBD)		
300005	Incremental Funding [REDACTED] (OMN) (TBD)		
300006	Incremental Funding [REDACTED] (OMN) (TBD)		
300007	Incremental Funding [REDACTED] (RDT&E) (TBD)		

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- 300008 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300009 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300010 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300011 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300012 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300013 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300014 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300015 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300016 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300017 Incremental
Funding [REDACTED]
(RDT&E) (TBD)
- 300018 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300019 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300020 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 300021 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300022 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300023 Incremental
Funding [REDACTED]
(OMN) (TBD)

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- 300024 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 300025 Incremental
Funding [REDACTED]
(RDN) (TBD)
- 300026 Incremental
Funding [REDACTED]
(OMN) (TBD)
- 300027 Incremental
Funding [REDACTED]
(WCF)
- 300028 Incremental
Funding [REDACTED]
(O&MN,N)
- 300029 Incremental
Funding [REDACTED]
(O&MN,N)
- 300030 Incremental
Funding [REDACTED]
(O&MN,N)

The fee percentage applied to CLIN 1000 is [REDACTED].

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This task order and Statement of Work are Performance Based and CAR H-07 is applicable.

Mobile Training Teams. The Mobile Training Teams (MTTs) will provide subject matter experts with recent experience to prepare battlegroups for coordinated ASW. This shall consist of providing training for deploying battlegroups and related Fleet efforts. MTTs shall conduct classroom-based training, and participate in at-sea training work-ups such as COMPTUEX, FLTEX, JTFEX and ASWEX. MTTs may on occasion transit and deploy with battlegroups. Training systems/curricula that convey understanding of signature analysis and propagation will also be employed. There are three broad categories of support that the MTT provides. All are based on using Interactive Multisensor Analysis Training (IMAT) derivatives such as PC-IMAT, Undersea Warfare Decision Support System (USW-DSS), the Carrier-based Tactical Support Center (CV-TSC), Scalable Tactical Acoustic Propagation Loss Engine (STAPLE), IMAT.explore (a JAVA-based webcentric learning tool), Composeable Forcenet (CFn), Tactical ACINT Products Program (TAPP), and the Sonar Tactical Decision Aid (STDA).

1. Fleet training. This training includes schoolhouse, pier side, and at-sea lessons consisting of building team and individual tactical system employment skills and undersea knowledge. There are basic, intermediate, and advanced levels of training for both Naval officers and enlisted members which are defined by well-developed course segments such as introduction, background, scenario development, testing, and remedial training. The MTTs shall support the Fleet Readiness Training Plan cycle (FRTP) including Fleet exercises such as COMPTUEX, FLTEX, JTFEX, and ASWEX. They shall also support exercises such as ANNUALEX, SHAREM, AIREM, and RIMPAC.

2. Curriculum development. This includes development and enhancement of training materials (including hardware, software, lectures, handouts, etc.), and building proficiency assessments. All developed courses support training and Fleet guidance for applications such as oceanography, acoustics, Anti-Submarine Warfare (ASW) tactics, techniques, and procedures (TTP's), distributed/distance learning, and at-sea coordinated ASW operations.

3. MTT System Support. The MTT contractor shall provide software development, modification, and maintenance in support of products used by the MTTs, including system administration at training locations of IMAT program owned systems and configuration management support while at sea supporting operational units. The team also provides some level of hardware maintenance and support in that they are required to perform preventive maintenance, hardware repair, installation, parts inventorying, and shipping to support delivered and developmental IMAT systems. They are essentially the field representatives of the IMAT program and provide testing, delivery, integration, and troubleshooting support for customers while soliciting feedback and suggesting design and implementation changes to shore-based IMAT Team members.

4. SUPPORT TECHNOLOGIES. The contractor shall provide the following services in support of the MTTs:

4.1. Scientific Support. The contractor shall provide oceanographic modeling expertise in support of the MTTs.

4.2. Software Engineering Management. The contractor shall provide software engineering management in support of submarine trainer products. This shall include the planning of the development and of the releases of submarine trainer systems; documentation of submarine trainer systems; the design and implementation of automated requirements tracking and trouble tracking capabilities; and the planning of future interfaces with external systems.

4.3. General Software Maintenance. The contractor shall conduct software maintenance in support the MTTs. This shall include system administration and configuration management support.

4.4. General Hardware Maintenance. The contractor shall conduct hardware preventive maintenance, hardware repair, installation, parts sparing, parts inventorying, and shipping to support delivered and development systems in support of the MTTs.

4.5. Software Engineering. The contractor shall provide general software engineering support as required for MTT support.

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4.6. Software Integration and Testing. The contractor shall provide both onsite and offsite software integration and testing support as required for MTT support.

4.7. Administrative Support. The contractor shall provide general administrative, budgetary, and presentation support as required. The contractor shall provide technical system engineering analysis, review and liaison for hardware and software of training facility trainer/training systems. The contractor shall provide impact analysis reports for all training systems, hardware and software describing technical progress, and identification of potential problem areas.

5.0 Travel Requirements. Travel will be required to various locations throughout the United States and at various locations abroad.

6.0 Security Requirements: Security shall be in accordance with the attached DD 254, Contractor Security Classification Specifications.

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SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of the base IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination.

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SECTION F DELIVERABLES OR PERFORMANCE

DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

The government requires delivery to be made according to the following schedule:

<u>Item No.</u>	<u>Quantity</u>	<u>Delivery/Completion Date</u>
1000 and 3000	All	From the date of the order (25 August 2006) through five (5) years thereafter (24 August 2011) (Assuming that the task order is fully funded)

Specific deliverables and delivery dates for various tasks shall be provided to the contractor by the issuance of Technical Instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

[REDACTED]
 9500 MacArthur Blvd.
 West Bethesda, MD 20817-5700
 [REDACTED]
 301-227-5644

SEA 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(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
100001	[REDACTED]	[REDACTED]	5 Years After Award
100002	[REDACTED]	[REDACTED]	5 Years After Award
100003	[REDACTED]	[REDACTED]	5 Years After Award
100004	[REDACTED]	[REDACTED]	5 Years After Award
100005	[REDACTED]	[REDACTED]	5 Years After Award
100006	[REDACTED]	[REDACTED]	5 Years After Award
100007	[REDACTED]	[REDACTED]	5 Years After Award
100008	[REDACTED]	[REDACTED]	5 Years After Award
100009	[REDACTED]	[REDACTED]	5 Years After Award
100010	[REDACTED]	[REDACTED]	5 Years After Award
100011	[REDACTED]	[REDACTED]	5 Years After Award
100012	[REDACTED]	[REDACTED]	5 Years After Award
100013	[REDACTED]	[REDACTED]	5 Years After Award
100014	[REDACTED]	[REDACTED]	5 Years After Award
100015	[REDACTED]	[REDACTED]	5 Years After Award
100016	[REDACTED]	[REDACTED]	5 Years After Award
100017	[REDACTED]	[REDACTED]	5 Years After Award
100018	[REDACTED]	[REDACTED]	5 Years After Award
100019	[REDACTED]	[REDACTED]	5 Years After Award
100020	[REDACTED]	[REDACTED]	5 Years After Award
100021	[REDACTED]	[REDACTED]	5 Years After Award
100022	[REDACTED]	[REDACTED]	5 Years After Award
100023	[REDACTED]	[REDACTED]	5 Years After Award
100024	[REDACTED]	[REDACTED]	5 Years After Award
100025	[REDACTED]	[REDACTED]	5 Years After Award
100026	[REDACTED]	[REDACTED]	5 Years After Award
100027	[REDACTED]	[REDACTED]	5 Years After Award
100028	[REDACTED]	[REDACTED]	5 Years After Award
100029	[REDACTED]	[REDACTED]	5 Years After Award
100030	[REDACTED]	[REDACTED]	5 Years After Award
100031	[REDACTED]	[REDACTED]	5 Years After Award
300001	[REDACTED]	N/A	5 Years After Award
300002	[REDACTED]	N/A	5 Years After Award

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300003	[REDACTED]	N/A	5 Years After Award
300004	[REDACTED]	N/A	5 Years After Award
300005	[REDACTED]	N/A	5 Years After Award
300006	[REDACTED]	N/A	5 Years After Award
300007	[REDACTED]	N/A	5 Years After Award
300008	[REDACTED]	N/A	5 Years After Award
300009	[REDACTED]	N/A	5 Years After Award
300010	[REDACTED]	N/A	5 Years After Award
300011	[REDACTED]	N/A	5 Years After Award
300012	[REDACTED]	N/A	5 Years After Award
300013	[REDACTED]	N/A	5 Years After Award
300014	[REDACTED]	N/A	5 Years After Award
300015	[REDACTED]	N/A	5 Years After Award
300016	[REDACTED]	N/A	5 Years After Award
300017	[REDACTED]	N/A	5 Years After Award
300018	[REDACTED]	N/A	5 Years After Award
300019	[REDACTED]	N/A	5 Years After Award
300020	[REDACTED]	N/A	5 Years After Award
300021	[REDACTED]	N/A	5 Years After Award
300022	[REDACTED]	N/A	5 Years After Award
300023	[REDACTED]	N/A	5 Years After Award
300024	[REDACTED]	N/A	5 Years After Award
300025	[REDACTED]	N/A	5 Years After Award
300026	[REDACTED]	N/A	5 Years After Award
300027	[REDACTED]	N/A	5 Years After Award
300028	[REDACTED]	N/A	5 Years After Award
300029	[REDACTED]	N/A	5 Years After Award
300030	[REDACTED]	N/A	5 Years After Award

(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 100001-100031 and 300001-300030 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.

FUNDING PROFILE - The following details the funding provided to date:

Task Order Amount	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
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(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] for each year of performance (for a total of [REDACTED] over the five years of performance) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee((Required LOE minus Expended LOE)divided by Required LOE))

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

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

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

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cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are 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 contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S1403A</u>
Pay Office DODAAC	HQ0339

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Service Approver DODAAC
Ship To DODAAC

N00167
N00167

DCAA Auditor DODAAC

HAA643

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 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 [REDACTED]

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

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Accounting Data
SLINID  PR Number          Amount
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100001  53639606             [REDACTED]
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AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061730660110

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LLA :
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100003  61104535             [REDACTED]
LLA :
AB 1761804 60CA 252 00060 T 068732 2D X002EW 3792A6HQVSWQ N3792A06WX002EW/AA

100004  62145293             [REDACTED]
LLA :
AB 1761804 60CA 252 00060 T 068732 2D X002EW 3792A6HQVSWQ N3792A06WX002EW/AA

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LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 061730660110

300002  60939195             [REDACTED]
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LLA :
AB 1761804 60CA 252 00060 T 068732 2D X002EW 3792A6HQVSWQ N3792A06WX002EW/AA

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LLA :
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300004 62145293 [REDACTED]

LLA :
AB 1761804 60CA 252 00060 T 068732 2D X002EW 3792A6HQVSWQ N3792A06WX002EW/AA

MOD 2

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LLA :
AD 1771804 60CA 252 00060 T 068732 2D X002EW 3792A7HQVSWQ N3792A07WX002EW/AA

300007 63191116 [REDACTED]

LLA :
AE 1771319 W3DN 000 RA349 0 068342 2D 000000 02915000M300 N0001407WX20011/AA

MOD 3

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MOD 6

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MOD 7

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MOD 8

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LLA :
AD 1771804 60CA 252 00060 T 068732 2D X002EW 3792A7HQVSWQ N3792A07WX002EW/AA

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MOD 9

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AG 1781804 70CA 000 00070 M 045924 2D XMA109 383018HQW00Q N3830108WXMA109/AA

MOD 11

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MOD 12

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300019 80370652 [REDACTED]
LLA :

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AK 1781804 15VR 000 00015 068892 2D C17067 000158P2C2EQ N0001508RC17067/AA

MOD 13

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MOD 14

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MOD 15

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MOD 17

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Standard Number: N6600109WX00131/AA

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Standard Number: N3830109WXMA112/AA

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Standard Number: N6600109WX00131/AA

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MOD 18

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Incremental Funding (O&MN)

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Standard Number: N3830109WXMA112 / AA
Incremental Funding (O&MN)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance under each individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings for Individual Task Orders

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the Contracting Officer to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least "Satisfactory" overall performance under each task order.

(d) Performance Evaluation Criteria. The contractor's performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this contract clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, and the Contracting Officer's Representative (COR) (the COR is replaced by a Task Order Manager (ToM) for SeaPort-e task orders). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a COR/ToM.

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(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports. In the case of a SeaPort-e task order, in lieu of a COR, a Task Order Manager (ToM) will maintain the records and coordinate/compile the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report .

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in

length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR's/TPOC's/ToM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's/TPOC's/ToM'S recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2). Contractor provides highly qualified

Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
			Reductions in direct

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Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. Reports are clear, accurate, and pro-active.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

CAR-HSP01 CONTRACTS TO BE PERFORMED IN JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded privileges under SOFA Article 1(b). Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive status under SOFA Article XIV or SOFA Article 1(b). The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

CAR-HSP02 SOFA ARTICLE 1(b) STATUS

(a) SOFA Article 1(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article 1(b) of the SOFA. To qualify for SOFA status under SOFA Article 1(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan,
- (3) present in Japan at the invitation of, and solely for the purpose of executing contracts with, the United States for

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the benefit of the United States armed forces, and

(4) not contractors or employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article 1(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article 1(b) and to identify which Article 1(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article 1(b) status to the Contracting Officer. .

(c) SOFA Article 1(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article 1(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article 1(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/ dependent and to not inure to the employer. The employer must be legally present in Japan and authorized to perform the contractual duties in accordance with Japanese law.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is

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conferred on it by the law of the United States.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the following schedule:

Optional CLINs 1001, 1002, 3001, 3002, 4000, 4001, 6000,6001 may be exercised at anytime prior to the completion of the task order, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before work under the option commences. 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 the options under this clause, shall not exceed 60 months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(End of Clause)

CAR-118 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD Form 254

Performance Requirements Summary Table

DD Form 254, Revision 1 Dated 24 April 2007