

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 29-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. 92728388	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4028-HR02		
CAGE CODE 3D060	FACILITY CODE 054419957	[X]	10B. DATED (SEE ITEM 13) 26-Jun-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<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) 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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [Signature]	29-Sep-2009
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to obligate incremental funding

Accordingly, said Task Order is modified as follows:

a. Funding in the amount of [REDACTED] 0 is hereby obligated for this task order.

SECTION B - Establish New SLINS:

<u>SLIN</u>	<u>AMOUNT</u>	<u>ACRN</u>
[REDACTED]	[REDACTED]	[REDACTED]

SEE SECTION G FOR ACCOUNTING AND APPROPRIATION DATA

b. The TOTAL funding profile is changed as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
Estimated Cost	[REDACTED]		
Fixed Fee (based on CLIN 1000,1001, 1002&1003)	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]		

c. The funding profile for CLIN 1003 and 3003 is changed as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
Estimated Cost	[REDACTED]		
Fixed Fee(based on CLIN 1003)	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]		

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

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100303	RDT&E	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by [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	Services and materials necessary in developing improvements and modifications to the AN/WLD-1(V) RMS, and to provide services from engineering design through documentation development and fabrication and assembly of field change kits in accordance with the attached Statement of Work, the DD Form 254 and Contract Data Requirements List (CDRLS). This is the Base Year CLIN and is good from contract award through one (1) year thereafter. (TBD)				
100001	ACRN: AA PURCHASE REQUEST NO 53532754 (OPN)				
100002	ACRN: AB PURCHASE REQUEST NO 62555823 (OPN)				
100003	ACRN: AC PURCHASE REQUEST NO 70922344 (OPN)				
100004	ACRN: AX PURCHASE REQUEST NO 83301092 (O&MN,R)				
100005	ACRN: AY \$27,342 PURCHASE REQUEST NO 90054704 (OTHER)				

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- 1001 Services and materials necessary in developing improvements and modifications to the AN/WLD-1(V) RMS, and to provide services from engineering design through documentation development and fabrication and assembly of field change kits in accordance with the attached Statement of Work, the DD Form 254 and Contract Data Requirements List (CDRLS). CLIN 1001 is from the end of the base year through one (1) year thereafter. (TBD)
- 100101 Funding in the amount of [REDACTED] for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)
- 100102 Funding in the amount of [REDACTED] for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)
- 100103 Funding in the amount of [REDACTED] for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)
- 100104 Funding in the amount of [REDACTED]

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for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)

100105 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100106 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100107 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100108 ACRN: AK [REDACTED] PURCHASE REQUEST NO 80565658 (TBD)

100109 ACRN: AY [REDACTED] PURCHASE REQUEST NO 90054705 (OTHER)

100110 ACRN: AZ [REDACTED] PURCHASE REQUEST NO 90331576 (OPN)

1002 Services and materials necessary in developing improvements and modifications to the AN/WLD-1(V) RMS, and to provide services from engineering design through documentation development and fabrication and assembly of field change kits in [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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accordance with the attached Statement of Work, the DD Form 254 and Contract Data Requirements List (CDRLS). CLIN 1002 is from the end of award term 1001 through one (1) year thereafter. (TBD)

100201 Incremental Funding
██████████ (TBD)

100202 Funding in the amount of ██████████ for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100203 Incremental Funding
██████████ (TBD)

100204 Funding in the amount of ██████████ for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100205 Incremental Funding \$7580.00 (TBD)

100206 Funding in the amount of ██████████ for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)

100207 Funding in the amount of ██████████ for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (TBD)

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100208 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (TBD)

100209 Incremental Funding [REDACTED] (O&MN) (TBD)

100210 ACRN: AZ [REDACTED] PURCHASE REQUEST NO 90331578 (OPN)

1003	Services and materials necessary in developing improvements and modifications to the AN/WLD-1(V) RMS, and to provide services from engineering design through documentation development and fabrication and assembly of field change kits in accordance with the attached Statement of Work, the DD Form 254 and Contract Data Requirements List (CDRLS). CLIN 1003 is from the end of award term 1002 through one (1) year thereafter. (TBD)	7940.0 LH	\$664,961.00	\$45,788.00	\$710,749.00
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100301 ACRN: AZ [REDACTED] PURCHASE REQUEST NO 90331579 (OPN)

100302 ACRN: BA [REDACTED] PURCHASE REQUEST NO 92018906 (OTHER)

100303 ACRN: BB [REDACTED] PURCHASE REQUEST NO 92728388 (RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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3000 Other direct 1.0 Lot [REDACTED]
costs required to
perform the
effort under CLIN
1000 include
[REDACTED] for
travel and
[REDACTED] for
procurements,
packaging, and
delivery of Field
Change Kits.
These amounts
should be used as
the base for
estimating
purposes with all
overheads applied
to these figures.
(TBD)

300001 ACRN: AA
PURCHASE REQUEST
NO 61784265 (OPN)

300002 ACRN: AB
PURCHASE REQUEST
NO 62566195 (OPN)

300003 ACRN: AC
PURCHASE REQUEST
NO 70922346 (OPN)

300004 ACRN: AY
PURCHASE REQUEST
NO 90054706
(OTHER)

300005 ACRN: AZ
PURCHASE REQUEST
NO 90331580 (OPN)

3001 Other direct 1.0 Lot [REDACTED]
costs required to
perform the
effort under CLIN
1001 include
[REDACTED] for
travel and
[REDACTED] for
procurements,
packaging, and
delivery of Field
Change Kits.
These amounts
should be used as
the base for
estimating
purposes with all
overheads applied
to these figures.
(OPN)

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300101 Funding in the amount of \$60,000 for ODC'S under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (OPN)

300102 Funding in the amount of [REDACTED] for ODC'S under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (OPN)

300103 Funding in the amount of [REDACTED] for ODC'S under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (OPN)

300104 ACRN: AK [REDACTED] PURCHASE REQUEST NO 80565660 (OPN)

300105 Funding in the amount of [REDACTED] for ODC'S under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (OPN)

300106 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (OPN)

3002 Other direct costs required to perform the effort under CLIN 1002 include [REDACTED] for travel and [REDACTED] for procurements, packaging, and delivery of Field Change Kits. These amounts should be used as the base for estimating 1.0 Lot [REDACTED]

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purposes with all overheads applied to these figures.
(OPN)

300201 Funding in the amount of [REDACTED] for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (OPN)

300202 Incremental Funding [REDACTED] (OPN)

300203 Funding in the amount of [REDACTED] for tasks performed under Sections 3.0 through 3.4 (excluding paragraphs 3.1.1 - 3.1.7) of the SOW (OPN) (OPN)

300204 Funding in the amount of [REDACTED] for tasks performed under Sections 3.1.1 through 3.1.7 of the SOW (O&MN) (OPN)

3003 Other direct costs required to perform the effort under CLIN 1003 include [REDACTED] for travel and [REDACTED] for procurements, packaging, and delivery of Field Change Kits. These amounts should be used as the base for estimating purposes with all overheads applied to these figures.
(OPN)
Option

1.0 Lot [REDACTED]

For Cost Type Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Services and materials necessary in developing improvements and modifications to the AN/WLD-1(V) RMS, and to provide services from engineering design through documentation development and fabrication and assembly of field change kits in accordance with the attached Statement of Work, the DD Form 254 and Contract Data Requirements List (CDRLS). CLIN 4000 is from the end of award term 1003 through one (1) year thereafter. (OPN) Option					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other direct costs required to perform the effort under CLIN 4000 include [REDACTED] for travel and [REDACTED] for procurements, packaging, and delivery of Field Change Kits. These amounts should be used as the base for estimating purposes with all overheads applied to these figures. (OPN) Option		1.0 Lot	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR TECHNICAL SERVICES IN SUPPORT OF AN/WLD-1(V)1

REMOTE MINEHUNTING SYSTEM (RMS) PROGRAM

(2 February 2006)

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) is responsible for conducting organic mine countermeasure (CM) warfare, mission analysis, and related system engineering involved in the development of the AN/WLD-1(V)1 RMS. The purpose of the AN/WLD-1(V)1 is to locate bottom and in-volume mines using a remotely operated, semisubmersible vehicle to tow an underwater sensor suite for mine detection. The purpose of the system is to decrease risk for surface ship, submarine, and amphibious operations in a mined area. The AN/WLD-1(V)1 development program provides the semisubmersible vehicle with one or more sensor systems to detect, and classify to some degree, underwater objects. The system operates in an organic fleet environment from surface combatants, using an operational mission planning and execution system along with vehicle and sensor control, signal processing, and communications subsystems. NSWC PC is the designated Technical Direction Agent (TDA) and In-Service Engineering Agent (ISEA) for the AN/WLD-1(V)1 acquisition program. NSWC PC requires the a level of effort support from a contractor with experience in developing improvements and modifications to the AN/WLD-1(V)1 RMS, and is able to provide a full range of services from engineering design through documentation development and fabrication and assembly of field change kits.

The tasks defined in this statement include the development of design improvements to the AN/WLD-1(V)1 system through the Engineering Change Proposal process in support of the NSWC PC In-Service Engineering Agent (ISEA). Enclosed is a sample FOT&E ECP required issues list, which is updated regularly as new issues become known. This list is representative of the typical engineering required and is provided for information purposes only.

2.0 APPLICABLE DOCUMENTS

2.1 Military Specifications

a) MIL-DTL-31000 General Specifications for Technical Data Packages

2.2 Military Standards

a) MIL-STD-2039 Preparation of Field Change and Field Change Kits

2.3 Other Documents

a) CSS Specification A12-99-0001 (Amendment 0005)

b) EIA-649 National Consensus for Configuration Management

c) OPNAVINST S5513.7C Security Classification Guide for the RMS

d) AN/WLD-1(V)1 IETM SW571-AA-SSM-010

e) AN/WLD-1(V)1 Concept of Operations (Draft)

f) AN/WLD-1(V)1 Technical Data Package

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- g) AN/WLD-1(V)1 RMS equipment operating manuals
- h) AN/WLD-1(V)1 RMS interface specifications documenting other system interfaces
- i) NAVSEA Technical Specification 9090-310D Alterations to Ships Accomplished by Alteration Installation Teams
- j) C4ISR Architecture Framework Ver 2.0 dated 18 Dec 97
- k) Mine Warfare C4ISR Architecture (Draft) dated 16 Feb 01
- l) DoD Inst 5000.2R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Programs dated 4 Jan 01
- m) TI 97-066 Concept of Operations (CONOPS) for the AN/SQQ-89(V)15 Surface Ship Undersea Warfare Combat Systems (Draft) dated 1 Nov 2000
- n) CMPro Training Documentation
- o) NSWC PC Master RMS Issues List

3.0 REQUIREMENTS

3.1 Technical Support

The Contractor shall provide engineering, design, documentation, and fabrication expertise for AN/WLD-1(V)1 system deficiency resolution through engineering design and analysis, Class I Engineering Change Proposal (ECP) preparation, Drawing Requirements (DR) and Notice of Revision (NOR) preparation as well as drafting support for creation or changes due to these items, draft Field Change Bulletin (FCB) preparation, and Field Change (FC) kit assembly. The Contractor shall provide personnel with recent experience in resolving RMS design issues and who are familiar with RMS launch and recovery and support requirements. The Contractor shall provide a mix of mechanical and electrical engineers along with drafters and tradesman, with experience in developing improvements and modifications to the AN/WLD-1(V)1 RMS, to accomplish all of the tasks listed in the following sections.

The Government will provide the Contractor with the NSWC PC Master RMS Issues List. This list contains all of the RMS deficiencies that must be addressed by NSWC PC, Lockheed Martin, and others. This is a constantly changing document that will require weekly updates. The contractor shall be responsible for keeping this document current. The Government will provide direction on which issues will require FOT&E ECPs to correct and in what order the Contractor shall resolve each issue.

3.1.1 Task Process Plan (A001)

The Contractor shall have and maintain a tailored Earned Value Management process and system to support the overall management of the requirements of the contract. The system will ensure that the cost, schedule, and technical aspects of the requirements are integrated to provide an accurate picture of the status, provide the basis for course correction, and bring the tasks in on schedule and within budget. The Contractor shall develop a schedule, cost spend plan graphic, and cost plan versus actual graphic as well as updating these items with latest progress.

3.1.2 NSWC PC Master RMS Issues List (A002)

The Contractor shall complete and report weekly updates to the NSWC PC Master RMS Issues List with input provided by the Government.

3.1.3 Preliminary Design Review (A003)

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The Contractor shall hold a Preliminary Design Review (PDR) to demonstrate that each required issue has been resolved through engineering design and analysis. Several PDRs may be needed to cover all changes. The PDR will include the initial design concept and engineering sketches. Government approval of the design change is required before proceeding forward. The Contractor will give the Government 10 days prior notification of PDR dates to be sure appropriate personnel are available to attend. In accordance with prioritization and schedule, each PDR will occur no later than 45 days after issue assignment.

3.1.4 Critical Design Review (A004)

The Contractor shall hold a Critical Design Review (CDR) after the successful completion of each PDR and change correction, required for each issue resolved. Several CDRs may be needed to cover all changes. The CDR will include a completed design with engineering draft drawings. Government approval of the design correction is required before continuing forward. The Contractor will give the Government 10 days prior notification of CDR dates to be sure appropriate personnel are available to attend. In accordance with prioritization and schedule, each CDR will occur no later than 45 days after successful completion of PDR.

3.1.5 Engineering Change Proposal (A005)

The Contractor shall develop approximately 30 ECPs to correct the required issues from the NSWC PC Master RMS Issues List. These ECPs are necessary for AN/WLD-1(V)1 to move through the Low rate Initial Production (LRIP) and Final Operational Test & Evaluation (FOT&E) phases of the program. The contractor shall utilize the web based configuration management tool CPro to submit ECPs using DD Form 1692 and supporting documentation such as DRs, NORs, and completed drawings. The contractor shall deliver completed drawings in the latest release AutoCAD. The Government will provide training and access to this configuration management tool once the Contractor provides the Government with a list of personnel requiring access. During development of the ECPs, any impacted Integrated Logistics Support (ILS) products will require input (as far as cost to implement and time to complete) from the NSWC PC Task Leader Sandra Wicks, Code L05, telephone: 230-7012.

3.1.6 Field Change Bulletin (A006)

The Contractor shall develop a draft FCB for each ECP, which shall cover the required documents, tools, materials, and step-by-step installation instructions needed to complete the field change.

3.1.7 Field Change Kits

Pending ECP approval through the AN/WLD-1(V)1 Configuration Control Board (CCB) process, the Contractor shall be responsible for any required procurements, fabrication, assembly, quality assurance, packaging, and delivery to NSWC PC of two FC kits for each ECP.

3.1.8 Installation Support

After completion of assembly of the FC kits, the contractor shall provide all personnel, equipment,

and materials necessary for installation of one FC for each ECP (approximately 30) on a DDG Class ship. The contractor shall provide Mechanical Technicians, Electronic Technicians, and welding support as required for each installation. Work must be coordinated and scheduled through cognizant NSWC PC engineers. All work must be accomplished in accordance with 2.3 (f), (h), and (i).

3.1.9 SHIPMAIN Support

At the completion of preparation of the ECPs, drawings, and change documentation, the contractor

shall prepare a Ship Change Document (SCD) using the Navy Data Environment (NDE) SCD module. The contractor shall also prepare a Cost Benefit Analysis (CBA) for each ECP as input to the SCD, also using NDE. The CBA shall look at each SCD and provide information including: (1) investment cost by work breakdown structure element; (2) investment cost by appropriation and program element funding; (3) the projected savings and cost avoidance associated with each change; and (4) installation fielding plan data. The contractor shall be responsible for the entry

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of Phase 1 data in the Cost Structure Worksheet (CSW) of the CBA.

3.2 Contractor Travel Requirements (A007)

The contractor shall provide qualified personnel to travel in support of NSWC PC tasks objectives. Travel , for each year of performance, is estimated as:

LOCATION	NUMBER OF TRIPS	NUMBER OF PEOPLE	DURATION (DAYS)
Bath, ME	2	1	5
West Palm Beach, FL	4	1	7
Norfolk, VA	4	3	7
Everett, WA	2	2	7
San Diego, CA	2	2	7
Pearl Harbor, HI	2	2	7
Fort Lauderdale, FL	1	1	5

The number of trips, duration, and number of personnel to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the express written consent of the Contracting Officer.

3.3 Monthly Status Report (A008)

The contractor shall submit a monthly report that briefly describes effort performed, issues and resolutions, and projections for future scope, for each subtask in paragraphs 3.1.1 through 3.1.7, along with funds expended and remaining. This report shall include schedule and cost status as well as progress metrics to be decided at the kick-off meeting. The subject report shall contain the same information from subcontractor effort.

3.4 Kick-Off Meeting

The Contractor shall hold a kick-off meeting no later than 5 days after the task order award to discuss priority and organization of issues requiring ECPs, monthly reporting date, and to make necessary clarifications.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

All documents listed in SOW paragraph 2.3 shall be made available to the contractor within 5 days of contract award. Disposition of GFI will be provided by the NSWC PC Task Leaders (Joseph Pippin, Code A14, telephone 234-4016 or Daryl Kunkel, Code A21, telephone 235-5484) throughout the task order period of performance.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule set forth in the attached DD Form 1423,

Exhibit A.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from the date of issuance of the task order through 12 months after award. There will be four (4) award term options of one year each.

7.0 SECURITY

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Performance of the tasks described in this SOW may require access to information classified up to and including SECRET information. No generation of classified information will take place under this task. All provisions of the attached DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this task order shall carry the following distribution limitation statement. Word processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be in the detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION STATEMENT D: Distribution authorized to DoD and DoD contractors only; Administrative/Operational Use (Date Statement). Other requests for this document will be referred to Program Executive Office Littoral and Mine Warfare, PMS 495

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50 U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provision of DoD Directive 5230.25.

DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner if required to correct less than satisfactory performance.

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SECTION D PACKAGING AND MARKING

The clauses in Section D of the Basic MAC document apply.

Place of Delivery:

All hardware shall be delivered to:

NAVAL SUPPORT ACTIVITY PANAMA CITY

ATTN: RECEIVING OFFICER

100 VERNON AVENUE

PANAMA CITY BEACH FL 32407-7018

FOB: DESTINATION

Technical data to be submitted in accordance with the DD Form(s) 1423-2

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be by Government personnel at te Naval Surface Warfare Center
Panama City, Florida

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SECTION F DELIVERABLES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The initial period of performance shall be from award through one year thereafter, with four renewable award term years of 12 months each that can be earned by satisfactory or better performance.

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT SPECIALIST

[REDACTED]

110 Vernon Ave.

Panama City, FL 32407

[REDACTED]

[REDACTED]

TASK ORDER MANAGER

[REDACTED]

110 Vernon Ave.

Panama City, FL 32407

[REDACTED]

[REDACTED]

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once every 30 days. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

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(c) The contractor shall submit the original plus one copy of each voucher to the Contract Specialist identified in Section G, and one copy to the Task Order Manager (TOM). The Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

Accounting Data
 SLINID PR Number Amount

 100001 53532754 [REDACTED]
 LLA :
 AA 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000000
 Standard Number: N0002406WX30393 ACRN: AB

300001 61784265 [REDACTED]
 LLA :
 AA 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000000
 Standard Number: N0002406WX30393 ACRN: AB

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

100002 62555823 [REDACTED]
 LLA :
 AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0601101

300002 62566195 [REDACTED]
 LLA :
 AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0601101

MOD 01 Funding 400000.00
 Cumulative Funding 600000.00

MOD 02

100003 70922344 [REDACTED]
 LLA :
 AC 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000010
 Standard Number: N0002406WX30393 ACRN: AC

300003 70922346 [REDACTED]
 LLA :
 AC 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000010
 Standard Number: N0002406WX30393 ACRN: AC

MOD 02 Funding 140000.00
 Cumulative Funding 740000.00

MOD 03

100101 71636033 [REDACTED]
 LLA :
 AC 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000010
 Standard Number: N0002406WX30393 ACRN: AC

300101 71636101 [REDACTED]
 LLA :
 AC 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000010
 Standard Number: N0002406WX30393 ACRN: AC

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MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

100102 72421332 [REDACTED]
LLA :
AA 1761810 72LV 253 SASLM 0 068342 2D 000000 LV8300000000
Standard Number: N0002406WX30393 ACRN: AB

100103 72482095 [REDACTED]
LLA :
AD 1751810 72LV 251 SASLM 0 068342 2D 000000 LV0640000000
Standard Number: N0002407WX30539 ACRN: AA

100104 72482109 [REDACTED]
LLA :
AE 1761810 72LV 310 SASLM 0 068342 2D 000000 LV0640000000
Standard Number: N0002407WX31232 ACRN: AA

100105 72411058 [REDACTED]
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0703213

300102 72411061 [REDACTED]
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0703213

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

300103 72626893 [REDACTED]
LLA :
AG 1771804 8D3D 253 SASLM 0 068342 2D 000000 13DM80000M80
Standard Number: N0002407WX01235 ACRN: AD

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

100106 73400414 [REDACTED]
LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0802410

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

100107 80366888 [REDACTED]
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0802510

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

100108 80565658 [REDACTED]
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0811341

300104 80565660 [REDACTED]
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0811341

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

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MOD 09

100201 80944390 [REDACTED]
 LLA :
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0800342

300105 80944422 [REDACTED]
 LLA :
 AL 1781810 88JC 253 SASLM 0 068342 2D 000000 JC2LV0000000
 FOR FUNDING DOCUMENTATION PURPOSES ONLY, THE DIRECT CITE DOCUMENT NUMBER AND
 ASSOCIATED ACRN ARE N0002408WX30673 ACRN:AA. THE LLA ACRN REMAINS AS AL FOR THIS
 SLIN (SEE ABOVE)

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

100202 81361726 [REDACTED]
 LLA :
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0802510

300106 81361728 [REDACTED]
 LLA :
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0802510

300201 81361733 [REDACTED]
 LLA :
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0808001

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

100203 81833667 [REDACTED]
 LLA :
 AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0801201
 Incremental Funding [REDACTED]

300202 81833691 [REDACTED]
 LLA :
 AQ 1781810 88JC 253 SASLM 0 068342 2D 000000 JC2LV0000000
 Standard Number: N0002408WX30673 ACRN:AA
 Incremental Funding [REDACTED]

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12

100204 81992386 [REDACTED]
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0802520

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

100205 82245458 [REDACTED]
 LLA :
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31A7V080MECH

MOD 13 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

100206 82544484 [REDACTED]
 LLA :

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AT 1771810 11LM 312 SASLM 0 068342 2D 000000 LM0110000000
FOR FUNDING DOCUMENTATION PURPOSES ONLY, THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002407RX30902 ACRN:AB. THE LLA ACRN REMAINS AS AT FOR THIS
SLIN (SEE ABOVE)

300203 82544487 [REDACTED]

LLA :

AT 1771810 11LM 312 SASLM 0 068342 2D 000000 LM0110000000
FOR FUNDING DOCUMENTATION PURPOSES ONLY, THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002407RX30902 ACRN:AB. THE LLA ACRN REMAINS AS AT FOR THIS
SLIN (SEE ABOVE)

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 15

100207 82565547 [REDACTED]

LLA :

AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0801203

100208 82565551 [REDACTED]

LLA :

AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K0803020

300204 82565553 [REDACTED]

LLA :

AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K0803020

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 16

100209 83096151 [REDACTED]

LLA :

AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0902006

MOD 16 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17

100004 83301092 [REDACTED]

LLA :

AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0902003

100005 90054704 [REDACTED]

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A7V090BODY

100109 90054705 [REDACTED]

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A7V090BODY

300004 90054706 [REDACTED]

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A7V090BODY

MOD 17 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 18

100110 90331576 [REDACTED]

LLA :

AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0903005

100210 90331578 [REDACTED]

LLA :

AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0903005

100301 90331579 [REDACTED]

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LLA :
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0903005

300005 90331580 [REDACTED]

LLA :
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGK0903005

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

100302 92018906 [REDACTED]

LLA :
BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A7V080BODY

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20

100303 92728388 [REDACTED]

LLA :
BB 1781319 74NV 253 SASLM 0 068342 2D 005120 Q02600000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY, THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX12596 ACRN:AA. THE LLA ACRN REMAINS AS BB FOR THIS
SLIN (SEE ABOVE)

MOD 20 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

Clause HQ C-2-0037 titled "Organizational Conflict of Interest" (NAVSEA)(JUL 2000) found in the basic MAC Document is invoked for this Task Order.

NAVSEA 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 23,900 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.

(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) 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:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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 cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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above is to be submitted with the request.

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

(e) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided herein) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

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

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

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SECTION I CONTRACT CLAUSES

Applicable clauses are contained in Section I of the Basic MAC contract.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (DD Form(s) 1423-2)

Attachment 1 - Contract Security Classification Specification (DD Form 254)

Attachment 2 - Sample FOT&E ECP Required Issues List (Sample Engineering Tasks)