

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 29-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. Deob 10318552/Add 11195396	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 donna.reynolds@navy.mil 812-854-6104	CODE N00164	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

NSWC, CRANE DIVISION
300 Highway 361 - Building 64
Crane IN 47522-5001
donna.reynolds@navy.mil 812-854-6104

DCMA TACTICAL WHEELED VEHICLES CHICAGO
1523 WEST CENTRAL ROAD, BLDG. 203
ARLINGTON HEIGHTS IL 60005-2451

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rex Systems Incorporated 10684 43rd Avenue Chippewa Falls WI 54729	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5218-FC01
	10B. DATED (SEE ITEM 13) 30-Jan-2009
CAGE CODE 59475	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Jon Myre, Executive Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna J Reynolds, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jon Myre (Signature of person authorized to sign)	15C. DATE SIGNED 29-Apr-2011	16B. UNITED STATES OF AMERICA BY /s/Donna J Reynolds (Signature of Contracting Officer)	16C. DATE SIGNED 29-Apr-2011

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GENERAL INFORMATION

The purpose of this modification is **1)** to deobligate excess funding provided for the base period, **2)** to provide incremental funding for the first Option Year, and **3)** to revise Security language in Section 6.1 of the Statement of Work and Attachment 1, DD Form 254. Accordingly, said TO is modified as follows: Note: All changes are listed below and within the modification in **bold blue font**.

FUNDING INFORMATION

1) The following SLINs are hereby modified to reflect deobligation of funds from the base period in Section "B" Schedule of Supplies/Services and Price:

SLIN	ACRN	TI	REQUISITION NUMBER	FROM AMOUNT:	TO AMOUNT:	DEOB AMOUNT:
600001	A5	0001	10318552	\$70,496	\$20,496	<\$50,000>

2) The following SLINs are hereby modified to reflect incremental funding provided for the first option year in Section "B" Schedule of Supplies/Services and Price:

SLIN	ACRN	TI	REQUISITION NUMBER	FUNDED AMOUNT
400004	A5	0001	11195396	\$ 50,000

As a result of this TO modification, the following information is provided to reflect current available funding, and is hereby added to Section B – Schedule of Supplies/Services. The information in the table located in Section H, under "ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104), has been updated accordingly.

TO FC01 is incrementally funded and the amount currently available for payment hereunder is limited to **\$6,349,196** inclusive of fee, profit and all other charges.

CLINS	FROM	TO	BY
1000 (Performance and Fixed Fee)	\$4,979,543	\$4,979,543	\$0
4000 (Performance and Fixed Fee)	\$ 527,000	\$ 577,000	\$50,000
3000 (Other Direct Cost (no fixed fee))	\$ 772,157	\$ 772,157	\$0
6000 (Other Direct Cost (no fixed fee))	\$ 70,496	\$ 20,496	<\$50,000>
Total	\$6,349,196	\$6,349,196	\$0

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this TO.

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3) STATEMENT OF WORK, SECURITY LANGUAGE MODIFICATION

Paragraph 6.1 of the SOW is hereby revised and supported by a revised DD Form 254 which is incorporated as Attachment 1 to this modification.

FROM:

6.0 SPECIAL CONDITIONS.

The following special conditions shall apply to the contractor in the performance of the tasks of this TO.

6.1 Security Clearance Requirements

A Security Clearance: DD FORM 254 is required. A SECRET Clearance may be required to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network.

The work performed under this Task Order may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this Task Order. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall conform to the provisions of DOD 5220.22-M, and shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a "need-to-know" shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified information.

TO:

6.0 SPECIAL CONDITIONS.

The following special conditions shall apply to the contractor in the performance of the tasks of this TO.

6.1 Security Clearance Requirements

Performance on this contract will require contractor employees to have access to classified information up to and including the SECRET level.

A Security Clearance: DD FORM 254 is required. A SECRET Clearance may be required to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network.

The work performed under this Task Order may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this Task Order. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall conform to the provisions of DOD 5220.22-M, and shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a "need-to-know" shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified information.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	In support of CLIN 1000, (Base years), labor for supportability/av ailability of legacy radar system. (OTHER)		1.0 Lot	\$5,829,534.00	\$390,443.00	\$6,219,977.00
100001	Support Radar sustainment for Basic Years - Labor (RDT&E)					
100002	Support Radar sustainment for Basic Years - Labor. (RDT&E)					
100003	Support Radar sustainment for Basic Years - Labor. (RDT&E)					
100004	Support Radar sustainment for Basic Years - Labor, \$26,000 less deob of \$26,000 on Mod # 06 (FMS)					
100005	Support Radar sustainment for Basic Years - Labor, \$1,641,797 less deob of \$374,000 on Mod # 06 and correction of that deob amount to \$377,496 on Mod # 07 and less deob of \$59,000 on Mod # 08 (RDT&E)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	In support of CLIN 3000, (Base years), ODC for supportability/av		1.0 Lot	\$1,161,770.00

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ailability of
legacy radar
system. (OTHER)

- 300001 Support Radar sustainment for Basic Years - ODCs (RDT&E)
- 300002 Support Radar sustainment for Basic Years - ODCs (RDT&E)
- 300003 Support Radar sustainment for Basic Years - ODCs. (RDT&E)
- 300004 Support Radar sustainment for Basic Years - ODCs, \$370,203 less deob of \$100,000 on Mod # 06 and less deob of \$36,000 on Mod # 08 (RDT&E)

For Cost Type Items:

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

4000	In support of CLIN 4000, (Option year 1), labor for supportability/availaility of legacy radar system. (OTHER)		1.0 Lot	\$3,082,343.00	\$207,014.00	\$3,289,357.00
400001	Support Radar sustainment for Option Year - Labor. (FMS)					
400002	Support Radar sustainment for Option Year - Labor. (RDT&E)					
400003	Support Radar sustainment for Option Year - Labor. (RDT&E)					
400004	Support Radar sustainment for Option Year - Labor. (RDT&E)					
4100	In support of		1.0 Lot	\$3,199,879.00	\$215,290.00	\$3,415,169.00

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CLIN 4100,
(Option year 2),
labor for
supportability/av
ailability of
legacy radar
system. (OTHER)
Option

4200	In support of CLIN 4200, (Option year 3), labor for supportability/av ailability of legacy radar system. (OTHER) Option	1.0 Lot	\$3,322,028.00	\$223,898.00	\$3,545,926.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	In support of CLIN 6000, (Option year 1), ODC for supportability/av ailability of legacy radar system. (OTHER)	1.0 Lot		\$580,885.00
600001	Support Radar sustainment for Basic Years - ODCs, \$70,496 less deob of \$50,000 on Mod # 09 (RDT&E)			
6100	In support of CLIN 6100, (Option year 2), ODC for supportability/av ailability of legacy radar system. (OTHER) Option	1.0 Lot		\$580,885.00
6200	In support of CLIN 6200, (Option year 3), ODC for supportability/av ailability of legacy radar system. (OTHER) Option	1.0 Lot		\$580,885.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

GXR-08-0820 - STATEMENT OF WORK RADAR Technologies Division, Code GXR NSWC CRANE

1.0 INTRODUCTION

This Statement of Work (SOW) defines the tasks that will be provided to NSWC Crane, RADAR Technologies Division, Code GXR, for sensor systems. Programs supported by Code GXR are becoming unsupported due to the age of the equipment, decreasing availability of components/modules/assemblies, unsupported technologies and poor integrity of historical maintenance/supply data. Many of these legacy radar systems are scheduled to remain in service for the next 50 years. In particular, the AN/SPS-49(V) radar system has become a Diminished Manufacturing Sources (DMS) issue with more than 17 LRUs (Lowest Replaceable Units) that are UTP (Unable To Procure). The AN/SPS-49(V) radar systems are on Cruiser (Ticonderoga Class) (CG), Aircraft Carrier/Nuclear Aircraft Carrier (CV/CVN), Frigate (FFG), Landing Ship Dock (LSD), Multipurpose Amphibious Assault Ship (LHD) classes and installation in the Amphibious Assault Ship (LHA) (R) class.

The test sets for these Radars also need to be supported and suffer the same DMS problems as the associated Radar.

A support strategy relying on Commercial Off The Shelf (COTS) hardware / Open Architecture is being developed to address the long term supportability of these assets. This approach utilizes a scalable, common, digital architecture that will support the signal processing requirements of multiple legacy radar systems. This approach is called the Radar Common Signal Data Processor and the associated test procedures called out in ATP-85-38 NAVSEA Surface RADAR Systems (SURADS). This order will emphasize scalability of solutions that can be adapted to other sensor systems such as the AN/SPS-48, AN/SPS-67, AN/SPS-74 and the AN/SPQ-9B Radar systems by providing long term Systems engineering and technical support solutions.

1.1 SCOPE - This effort is to support analysis, assess overall system supportability and performance specifications utilizing the results of these studies to define and implement the best sustainment option. The Contractor shall recommend and implement the best solution to mitigate the supportability and operation of various radar components/ modules/assemblies that affect system/subsystem performance. The Contractor shall develop Technical Data Packages (TDP), build prototypes (engineering design models), upgrade and procure material, components, modules and assemblies to support the prototype (engineering design models) builds upgrades or replace defective or obsolete components. The prototype (engineering design models) builds will be for the Radar Common Signal Data Processor and associate test set. Solutions for the AN/SPS-49 Radar should be designed to carry over to other radar systems, thus increasing sensor systems supportability.

2.0 APPLICABLE DOCUMENTS

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The following documents of the revision or issue in effect at the date of task order or as otherwise specified by the delivery order form a part of this SOW for the convenience of reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 MILITARY STANDARDS_

MIL-T-31000	General Specification for Technical Data INT Amend 2 Packages
MIL-STD-973 (Short	Configuration Management, Engineering INT CHG. NOTICE 3 Changes, Deviations and Waivers Form)
ASME-Y14.100, ASME-Y14.24 ASME-Y14.35M & ASME-Y14.34M	Engineering Drawings Packages
MIL-HDBK-217F	Reliability of Electronic Equipment Notice 1
MIL-HDBK-235-1B Electronic	Electromagnetic (Radiated) Environmental Notice 1 Considerations for Design and Procurement of Parts 1 & 2 Electrical and Electronic Equipment, Subsystems and Equipment, Subsystems and Systems
MIL-HDBK-237A	Electromagnetic Compatibility Management Notice 1 & 2 Guide Interim for Platforms, Systems and Equipment
MIL-HNBK-472	Maintainability Prediction Notice 1
MIL-PRF-32216	Evaluation of Commercial Off the Shelf Manual
MIL-HNBK-2164	Environmental Stress Screening for Electronic Equipment

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ANSI Y14.5M-82

Dimensioning and Tolerancing

MIL PRF 23377H

Type 1 Class C Epoxy Poly Primer Part A

MIL PRF 23377C

Part B Catalyst

MIL-T-81772B

Type 1 Thinner

ATP-85-38

NAVSEA Surface RADAR Systems (SURADS)

NOTE: The paint used for prototype enclosures shall be Navy Gray 111 Polane B Polyurethane Enamel Paint with 45315 Flattener and 259 S Fish Eye Eliminator and a complete listing of all components and specifications will be made available to the Contractor.

3.0 ENGINEERING AND TECHNICAL SUPPORT

Engineering analyses and technical support shall involve reliability calculations, design trade-offs, system performance analysis and requirement analysis. The Contractor shall provide recommendations describing the best sustainment solution based on analysis and supportability.

3.1 The Contractor shall establish or otherwise obtain accurate schematics, parts lists, acceptance test procedures, and other documentation to establish the existence (if available) of a full and complete Technical Data Package (TDP). The Contractor shall perform a Physical Configuration Audit of the “as built” configuration item. The Contractor shall assess how long the technology used in the current assemblies will be supportable.

3.2 The Contractor shall provide testing of electronic components/ modules/assemblies to identify defective items. The Contractor shall provide acquisition and replacement of defective or obsolete items. The Contractor shall repair/upgrade modules/assemblies which are identified for repair. Modules/assemblies will be tested after replacing the defective items to ensure that the module/assembly is functioning properly. The Contractor shall use the latest technology and Form Fit Function Items (FFFI) to replace obsolete items in re-designing and fabrication of prototype (engineering design models) units while assessing how long the technology used for the prototype (engineering design models) would be supportable.

3.3 The Contractor shall compute the cost of ownership when comparing continued support of obsolete technologies vice replacement of equipment end items/sub-systems with new technology.

3.4 The Contractor shall provide a complete TDP that is suitable for re-procurement of redesigned modules/assemblies in accordance with MIL-T-31000 (General Specification for Technical Data). The TDP shall contain but not be limited to a complete parts list with vendor and contact information for each part.

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3.4.1 The Contractor shall review and define technical requirements. The Contractor shall analyze design data to assure conformance to operational and contractual specification requirements and recommend design improvements.

3.4.2 The Contractor shall review proposed production engineering changes, waivers, deviations, and alterations for impact on performance, reliability, maintainability, quality, safety, and life cycle cost.

3.4.3 The Contractor shall ensure that all technical data that defines product baselines are maintained and current based on approved engineering changes, including implementing their effects on technical manuals and preventive/corrective maintenance documentation; and analyze the impact of engineering changes on all technical documentation.

3.4.4 The Contractor shall have capability to model the circuit using SPICE and other techniques utilizing circuit analysis programs Orcad PSPICE, Intusoft ICAP/4 or National Instruments Multisim. Modeling capability will support test development.

3.4.5 The Contractor shall utilize Teradyne LASAR V6.60 simulation environment for the development of Test Program Sets (TPSs) of digital assemblies/modules when appropriate.

3.4.5.1 The Contractor shall develop test vector patterns to the “production level” for nodes within the assembly/module. Production level specifically includes the following fault categories at the node level:

- Stuck-at-0 Open to 1
- Stuck-at-1 Open to Z
- Open-to-0 Shorted nodes

3.4.5.2 The Contractor shall utilize the Judge Report of Teradyne LASAR V6.60 to assess the fault coverage of the test vector sets developed with a goal of 95% fault coverage detection of the test patterns.

3.4.5.3 The Contractor shall utilize the following libraries for the development of the TPS’s with LASAR V6.60, as a minimum:

- /lasar/660/models/library.lib
- /lasar/660/gamodels/library.lib
- /lasar/660/pldmodels/library.lib

3.4.5.4 The Contractor shall develop component structural/behavior models of individual digital integrated circuits necessary for the development of TPSs.

3.4.5.5 The Contractor shall utilize hardware modeling when the complexity of the component is such that structural or behavior models are either not possible or too involved.

3.4.6 The Contractor shall utilize Intusoft Test Designer for the development of fault trees for development of TPSs for analog/mixed signal assemblies/modules when appropriate.

3.4.7 The Contractor shall perform analysis and development of test sets leveraging existing Government Test Program Set (TPS) for aging/obsolete Proprietary AuCORated Test Equipment

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(ATE) Tester (such as the Teradyne L-series and Fluke 3050) to a COTS implementation GFE equipment.

3.4.8 The Contractor shall perform analysis and design for COTS based ATE systems to perform testing of modules/assemblies. The system design shall be submitted for acceptance by the government.

3.4.9 The Contractor shall design and develop standardized test fixtures supporting the greatest number of module/assembly connector/interfaces.

3.5 All modules/assemblies repaired, redesigned, upgraded or procured items shall be validated at customer site for pass functional qualification tests prior to delivery for acceptance testing performed by the Government.

4.0 GOVERNMENT FURNISHED ITEMS

4.1 Government Furnished Information (GFI). The Government will provide all applicable technical documentation and information as specified in paragraph 2.0 and 3.0 of this SOW, which is deemed necessary by GXR personnel to make analyses and determinations to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. This GFI will be provided as required or at the request of the contractor and identified in each specific TI.

4.2 Government Furnished Material (GFM). The Government will furnish “as built” electronic components/ modules/assemblies as required to allow the Contractor to establish the data packages and perform the PCA specified in paragraph 3.1 of this SOW. Additional GFM will be provided when the contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified in each specific TI.

4.3 Government Furnished Equipment (GFE). The Government will furnish all specific ATE and National Stock Numbers (NSN) items as GFE, all tools, equipment and computing resources required for the accomplishment of the tasks set forth in this SOW. The Government will provide local telephone service for the contractor when performing onsite. Long distance and Federal Telephone System (FTS) calls shall be made only when necessary for the performance of work under this SOW. The contractor is advised that the Government requires certification of toll calls and FTS calls as being official under the terms of this contract. Non-official calls will be billed back to the contractor. GFE will be identified on each specific TI.

4.4 Government Furnished Facilities (GFF). The Government and contractor will jointly determine facility requirements and locations for meetings and program reviews as well as a suitable infrastructure to manage program requirements to support the scope of activities.

4.5 Return of Government Furnished Items. All GFI, GFE, and GFM provided to or acquired by the

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contractor shall be returned to the Radar Systems Division, NSWC Crane, upon completion of assigned tasking.

5.0 DATA DELIVERABLES

5.1 All data deliverables shall be made as specified and in contractor format unless otherwise directed. All deliverables shall be submitted via e-mail in Microsoft compatible format whenever possible to: shirley.n.armstrong.ctr@navy.mil. If unable to submit electronically, data shall be provided by regular mail to: Ms. Naydine Armstrong, address: 300 Hwy 361, Code GXL, Bldg. 3168, Crane, IN 47522, telephone: 812-854-8526.

5.2 Below is a list of Contract Data Requirement Lists (CDRL) to be used for reporting status reports, which shall be submitted by the Contractor documenting activities accomplished to date. As a minimum, CDRL A007 shall contain a summary of activity during the past month, including a running summary of man-hours and expenditures, work performed status relative to work scheduled, and any issues or concerns.

DATA ITEM B011 TO FUNDING NOTIFICATION LETTER

The contractor shall provide TO funding notification letter (example attached) in accordance with CDRL B011 (also attached.)

CDRL: A001
 DID Number DI-SESS-81003C
 DID Title Commercial Drawings/Models and Associated Lists
 SOW Para. Sec. 3

CDRL: A002
 DID Number DI-MCCR-80700
 DID Title Computer Software Product End Item
 SOW Para. Sec. 3

CDRL: A003
 DID Number DI-SESS-81001C
 DID Title Conceptual Design Drawings/Models
 SOW Para. Sec. 3

CDRL: A004
 DID Number DI-ADMN-81249A
 DID Title Conference Agenda
 SOW Para. Sec. 3

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CDRL: A005
DID Number DI-ADMN-81250A
DID Title Conference Minutes
SOW Para. Sec. 3

CDRL: A006
DID Number DI-MGMT-81334B
DID Title Contract Work Breakdown Structure (CWBS)
SOW Para. Sec. 3

CDRL: A007
DID Number DI-MGMT-80227
DID Title Contractor's Progress, Status and Management Report
SOW Para. Sec. 3

CDRL: A008
DID Number DI-SESS-81002D
DID Title Developmental Design Drawings/Models and Associated Lists
SOW Para. Sec. 3

CDRL: A009
DID Number DI-CMAN-80639C
DID Title Engineering Change Proposal (ECP)
SOW Para. Sec. 3

CDRL: A010
DID Number DI-DRPR-80651
DID Title Engineering Drawings
SOW Para. Sec. 3

CDRL: A011
DID Number DI-MGMT -80596
DID Title Government Furnished Information Deficiency Report
SOW Para. Sec. 3

CDRL: A012
DID Number DI-SESS-81520B
DID Title Instructional Media Design Package
SOW Para. Sec. 3

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CDRL: A013
DID Number DI-IPSC-81436A
DID Title Interface Design Description
SOW Para. Sec. 3

CDRL: A014
DID Number DI-IPSC-81434A
DID Title Interface Requirement Specification (IRS)
SOW Para. Sec. 3

CDRL: A015
DID Number DI-ILSS-80114
DID Title Logistics Support Analysis Record (LSAR) Data
SOW Para. Sec. 3

CDRL: A016
DID Number DI-ADMN-81373
DID Title Presentation Material
SOW Para. Sec. 3

CDRL: A017
DID Number DI-SESS-81000C
DID Title Product Drawings/Model and Associated Lists
SOW Para. Sec. 3

CDRL: A018
DID Number DI-ADMN-80925
DID Title Revisions to Existing Government Documents
SOW Para. Sec. 3

CDRL: A019
DID Number DI-MISC-80711A
DID Title Scientific and Technical Reported
SOW Para. Sec. 3

CDRL: A020
DID Number DI-IPSC-81427A
DID Title Software Development Plan (SDP)
SOW Para. Sec. 3

CDRL: A021

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DID Number DI-IPSC-81433A
DID Title Software Requirements Specifications (SRS)
SOW Para. Sec. 3

CDRL: A022
DID Number DI-IPSC-81438A
DID Title Software Test Plan (STP)
SOW Para. Sec. 3

CDRL: A023
DID Number DI-IPSC-81443A
DID Title Software Users Manual (SUM)
SOW Para. Sec. 3

CDRL: A024
DID Number DI-IPSC-81442A
DID Title Software Version Description (SVD)
SOW Para. Sec. 3

CDRL: A025
DID Number DI-MGMT-80269
DID Title Status of Government Furnished Equipment (GFE) Report
SOW Para. Sec. 3

CDRL: A026
DID Number DI-CMAN-80776
DID Title Technical Data Package
SOW Para. Sec. 3

CDRL: A027
DID Number DI-MISC-80508A
DID Title Technical Report – Study/Services
SOW Para. Sec. 3

CDRL: A028
DID Number DI-NDTI-80566
DID Title Test Plan
SOW Para. Sec. 3

CDRL: A029

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DID Number DI-NDTI-80603
DID Title Test Procedures
SOW Para. Sec. 3

CDRL: B011
DID Number DI-FNCL-80331
DID Title TO Funding Notification Letter
SOW Para. Sec 3

6.0 SPECIAL CONDITIONS.

The following special conditions shall apply to the contractor in the performance of the tasks of this TO.

6.1 Security Clearance Requirements

Performance on this contract will require contractor employees to have access to classified information up to and including the SECRET level.

A Security Clearance: DD FORM 254 is required. A SECRET Clearance may be required to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network.

The work performed under this Task Order may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this Task Order. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall conform to the provisions of DOD 5220.22-M, and shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a “need-to-know” shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified information.

6.2 Travel

The contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five working days plus the required transit time. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for Need-to-Know Certification and submit these requests to the COR for appropriate action. The travel requirements listed below are expected but, not limited to the number of trips, quantities of people, or duration. Additional trips may be required and will be identified by TI as required. The following is projected travel requirements for the Contractor to perform assigned tasking to support the sensor systems effort.

<u># of Trips</u>	<u># of People</u>	<u>Origin</u>	<u>To</u>	<u>Duration</u>
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20	2	Contractor Site	NSWC Crane	4 Days
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6.2.1 Travel Authorization

All travel undertaken by the contractor for performance of tasking must have prior authorization by the Contracting Officer or the Contracting Officer Representative (COR).

6.3 Place of Performance

The contractor shall provide personnel to perform services at their facility, the Naval Surface Warfare Center, Crane, IN, or any other off-site locations required to complete mission goals. Contractor personnel at NSWC Crane will be provided with office space and computer with appropriate access. It is anticipated that two (2) contract personnel only will be required at the NSWC Crane. Contractor personnel at Crane may be required to periodically relocate as office areas are moved to conform to reorganizations within the Crane Division or continuous improvement process changes to improve efficiency.

6.4 Contracting Officer Representative (COR)

The COR for this contract is: **Jerry H. Harrison, Code GXLL; phone: 812-854-3742; and, email: jerry.harrison@navy.mil**

The ACOR for this contract is: **Paula L. Hauser, Code GXLL; phone: 812-854-6649; and, email: paula.hauser@navy.mil**

6.4.1 Requiring Technical Activity (RTA)

The RTA contact is: Brian Callahan, NSWC Crane, IN, Code GXR; telephone: 812-854-5320; and, email: brian.callahan@navy.mil

6.4.2 Contracting Point of Contact (POC)

6.4.2 Contracting Point of Contact (POC)

The POC is:

Donna J. Reynolds
CODE 0561, Bldg 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5011
Telephone (812) 854-6104
e-mail: donna.reynolds@navy.mil

6.5 Incremental Funding

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This task order will be funded incrementally as required. Each project will be identified by CLIN/SLIN.

6.6 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable and identify hazardous conditions in the TI. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements. The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department as prescribed by OPNAVINST 5102.1.

6.7 Period of Performance

The initial award will result in a two (2)-year basic Period of Performance. The award will include three (3) one-year option periods. The total Period of Performance, including option periods, is 5-years.

6.8 Control of Contractor Personnel

The contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be updated within forty-eight hours after changes occur.

6.9 Identification Badges

The contractor shall be required to obtain identification badges from the Government for contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Crane Division property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the Crane Division Security Department within forty-eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.10 Accident Reporting

The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the

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Crane Division Security Department as prescribed by OPNAVINST 5102.1.

6.11 Smoking Regulations

Smoking on Crane Division, Crane, IN premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

6.12 Hours of Operation

The following hours of operation shall apply to the contractor's on-site personnel and the contractor's liaison facility personnel.

6.12.1 Normal Hours on-site

The Government's hours of operation at NSWC Crane in Code GXR are between the hours of 6:00 a.m. to 5:00 p.m. Eastern Daylight Time Monday through Friday except Federal Holidays or pre-planned closed days. Hours before or beyond 5:00 p.m., Monday through Friday are dependent upon availability of Government employees on-site. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TI.

6.12.2 Closed Days

All closed days, when designated by the Commander or the United States Government, are associated with holidays or inclement weather. The contractor shall not be required to work on Crane Division, Crane, IN during designated closed days, except in the case of emergency.

6.12.3 Inclement Weather

When Crane Division, Crane, IN, is closed by the Commander because of inclement weather conditions (per current Inclement Weather Plan), notification of closing will be broadcast over local radio stations.

6.12.4 Holidays

There may be days each year when the Crane Division is closed by the Commander in conjunction with a holiday. These closed days are generally published at the beginning of each calendar year but can be announced on short-term notice.

6.12.5 Overtime

Overtime shall be performed as required by the RTA and to the extent authorized by Chief of Contracting Officer. The definition of overtime is as follows: work in excess of forty hours per week or work performed on Saturday, Sunday, and holidays. Overtime shall be used only upon prior approval by the COR.

6.13 Certification, Training, and Licensing Requirements

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The contractor shall provide personnel with the correct certification, training, and licenses to perform the mission work safely and correctly. The following types of certification or training may be required to complete tasking. Each TI will identify the certification, training, and licensing requirements. Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks. Certification training specific to the Government may be funded/provided by the Government. This includes certifications such as Electrostatic Discharge, Soldering, Wire Bonding, etc. Contractor shall successfully complete other Government specific training courses such as Government contracting, procurement, Government business/financial, funding, etc. The following training is considered to be employee development and shall not be provided/funded by the Government:

CPR Certification
AED Certification
Forklift Operator

6.14 Safety

The Contractor shall ensure that all work shall be conducted in a safe manner and while on Center, the contractor shall abide by all federal safety, security, and environmental regulations and be authorized use of NMCI equipment and IT services. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

6.15 Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO 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 by any other person or entity or publication of technical or scientific papers or 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.

6.16 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.17 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

6.18 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the

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contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.19 Quality Assurance

6.19.1 The Contractor shall utilize ISO 9001:2000 Standards or Internal Quality Assurance (QA) procedures for the upgrades and refurbishment/repair of the AN/SPS-49 radar modules/assemblies/sub-systems.

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SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

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

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

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the

Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use. Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

252.246-7000 Material Inspection and Receiving Report MAR 2003

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	1/30/2009 - 1/29/2011
3000	1/30/2009 - 1/29/2011
4000	1/30/2011 - 1/29/2012
6000	1/30/2011 - 1/29/2012

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

4100	1/30/2012 - 1/29/2013
4200	1/30/2013 - 1/29/2014
6100	1/30/2012 - 1/29/2013
6200	1/30/2013 - 1/29/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CLAUSES INCORPORATED BY REFERENCE

52.242 - 15 STOP WORK ORDER (AUG 1989) - Alternate I) APR 1984

52.247 - 34 F.O.B. DESTINATION NOV 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time (s) specified on the Contract Data Requirements List (s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise stated herein.

CONTRACTING OFFICER REPRESENTATIVE (COR)

(A) The COR is:

Jerry H. Harrison, Code GXLL

300 HIGHWAY 361, B-3168

CRANE, IN 47522

jerry.harrison@navy.mil

812-854-**3742**

The ACOR is:

Paula L. Hauser, Code GXLL

300 HIGHWAY 361, B-3168

CRANE, IN 47522

paula.hauser@navy.mil

812-854-**6649**

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

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

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Midwest Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

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INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF).

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC: HQ 0339
WAWF Invoice Type: Cost Voucher
Issue by DODAAC: N00164
Admin DODAAC: S1403A
DCAA DODAAC: N/A
Service Approver: N00164
Inspect by DODAAC: N/A
Service Acceptor DODAAC: N00164
LPO DODAAC: N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by CLIN/SLIN (sub-contract line item number). The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice of successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

CONTRACTING OFFICER REPRESENTATIVE (COR)

Jerry H. Harrison, Code GXML
300 HIGHWAY 361, B-3168
CRANE, IN 47522
jerry.harrison@navy.mil
812-854-3742

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Additional WAWF Information:

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

Address:

Street & number _____
City & State _____
County _____
Zip Code _____

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, Email Address

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Accounting Data

SLINID	PR Number	Amount
100001		1542142.00
LLA :		
A1 1781319 A5BD 255 SASWS 0 068342 2D 159180 9C13A000CON0		
Standard Number: N0002409WX10379 (AA)		
Reqn. No. 83178967		
300001		340000.00
LLA :		
A1 1781319 A5BD 255 SASWS 0 068342 2D 159180 9C13A000CON0		
Standard Number: N0002409WX10379 (AA)		
Reqn. No. 83178959		
300002		25000.00
LLA :		
A1 1781319 A5BD 255 SASWS 0 068342 2D 159180 9C13A000CON0		
Standard Number: N0002409WX10379 (AA)		
Reqn. No. 83459408		

BASE Funding 1907142.00
Cumulative Funding 1907142.00

MOD 01

100002		11046.00
LLA :		
A2 97X4930.NH1J 000 77777 0 000164 2F G1100 DG5R315		
Reqn. No. 90510708		
100003		2221054.00
LLA :		
A3 1791319 A5BD 255 SASWS 0 068342 2D 159180 9C13A000CON0		
Standard Number: N0002409WX11706 (AA)		
Reqn. No. 90510794		
FUNDING SPONSOR:		
NAVAL SEA SYSTEMS COMMAND		
1333 ISAAC HULL AVENUE SE STOP 1290		
WASHINGTON NAVY YD, DC 20376-1290		

300003		172954.00
LLA :		
A2 97X4930.NH1J 000 77777 0 000164 2F G1100 DG5R315		
Reqn. No. 90510800		

MOD 01 Funding 2405054.00
Cumulative Funding 4312196.00

MOD 04

100004		26000.00
LLA :		
A4 97X4930.NH1J 000 77777 0 000164 2F G1100 DG5P157		
Reqn. No. 91613988		

MOD 04 Funding 26000.00
Cumulative Funding 4338196.00

MOD 05

100005		1641797.00
LLA :		
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0		
Standard Number: N0002410WX11962 (AA)		
Reqn. No. 01202245		
300004		370203.00
LLA :		
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0		
Standard Number: N0002410WX11962 (AA)		

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Reqn. No. 01202241

MOD 05 Funding 2012000.00
Cumulative Funding 6350196.00

MOD 06

100004 (26000.00)
LLA :
A4 97X4930.NH1J 000 77777 0 000164 2F G1100 DG5P157
Reqn. No. 91613988

100005 (374000.00)
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 01202245

300004 (100000.00)
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 01202241

400001 25000.00
LLA :
A6 97X4930.NH1J 000 77777 0 000164 2F C2100 DG5P157
Reqn. No. 10318538
FMS Case No. KS-P-JFV
Funding in support of TI # 0002

400002 407000.00
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 10318549 (ACRN A5 increase)
Funding in support of TI # 0001. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

600001 70496.00
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 10318552 (ACRN A5 increase)
Funding in support of TI # 0001. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 06 Funding 2496.00
Cumulative Funding 6352692.00

MOD 07

100005 (3496.00)
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 01202245
DEOB OF \$3,496 ON MOD # 07 IS A CORRECTION OF DEOB ON MOD # 06, DEOB AMOUNT SHOULD'VE BEEN \$377,496 INSTEAD OF \$374,000

MOD 07 Funding -3496.00
Cumulative Funding 6349196.00

MOD 08

100005 (59000.00)
LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 01202245

300004 (36000.00)

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LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 01202241

400003 95000.00

LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 10550804 (ACRN A5 increase)
Funding in support of TI # 0001. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 08 Funding 0.00
Cumulative Funding 6349196.00

MOD 09

400004 50000.00

LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 11195396 (ACRN A5 increase)
Funding in support of TI # 0001. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

600001 (50000.00)

LLA :
A5 1701319 A5BJ 253 SASWS 0 068342 2D 159180 10147000CON0
Standard Number: N0002410WX11962 (AA)
Reqn. No. 10318552 (ACRN A5 increase)
Funding in support of TI # 0001. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 09 Funding 0.00
Cumulative Funding 6349196.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise stated herein.

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

1. The contractor's facility supporting this requirement must have or be eligible to obtain a facility

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clearance and storage capability up to SECRET level for both processing and storage.

GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

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

*To be identified upon issuance of Technical Instruction (TI) letters.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

- (1) assign additional work under the contract;
- (2) direct a change as defined in the "CHANGES" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction/technical direction letter.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(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:

LABOR SLINS:

SLIN	ACRN	REQN	AMOUNT	TI
100001	A1	83178967	\$ 1,542,142	0002
100002	A2	90510708	\$ 11,046	0001
100003	A3	90510794	\$ 2,221,054	0001
100004	A4	91613988	\$ 0	0002
100005	A5	01202245	\$ 1,205,301	0001
400001	A6	10318538	\$ 25,000	0002
400002	A5	10318549	\$ 407,000	0001
400003	A5	10550804	\$ 95,000	0001
400004	A5	11195396	\$ 50,000	0001

ODC SLINS:

SLIN	ACRN	REQN	AMOUNT	TI
300001	A1	83178959	\$ 340,000	0002
300002	A1	83459408	\$ 25,000	0002
300003	A2	90510800	\$ 172,954	0001
300004	A5	01202241	\$ 234,203	0001

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600001 A5 10318552 \$ 20,496 0001

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to **\$6,349,196** inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any

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Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to authorize performance under Option Terms 1, 2, and 3 of the task order as provided for elsewhere herein. The total duration of this task order, including Option Terms, shall not exceed 60 months.

HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor (Rex Systems, Inc.) committed itself in their Proposal dated 14 November 2008 in response to NSWC Crane Solicitation No. N00024-09-R-3021.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefore shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual

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delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December
- (10) New Years Day – January

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water

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treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

(End of Text)

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified herein.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)

52.219-8 Utilization of Small Business Concerns (OCT 2000)

52.219-9 Small Business Subcontracting Plan (APR 2008)

52. 222-41 Service Contract Act (1965)

52.227-14 Rights in Data - General (DEC 2007)

252.227-7013 Rights in technical data - Noncommercial items. (NOV 1995)

CLAUSES INCORPORATED IN FULL TEXT

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

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(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

FAR CLAUSE 52.244-2(d) Subcontracts

If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: "Any subcontract exceeding the Simplified Acquisition Threshold (\$150,000), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime's accepted proposal."

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD Form 254-3021 **(REV 1)**

Attachment 2 - Wage Determination 05-2183 Rev. 10

Attachment 3 - CDRL'S 1-29

Attachment 4 - PERSONNEL - 3021 Revised

Exhibit A - Cost Summary Format 3021 Revised

Attachment 5 - Funding Notification Letter (Example)

Attachment 6 - CDRL B011