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|--|----------------------------------|---|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 4 | |
| 2. AMENDMENT/MODIFICATION NO. 04 | 3. EFFECTIVE DATE 28-Sep-2009 | 4. REQUISITION/PURCHASE REQ. NO. Various | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 janice.barber@navy.mil 301-744-6673 | CODE N00174 | 7. ADMINISTERED BY (If other than Item 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138 | | CODE S2206A |

| | |
|--|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Schafer Corporation 321 Billerica Road Chelmsford MA 1824- | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5571-FG01 |
| CAGE CODE 8F406 | FACILITY CODE 069341303 |
| 10B. DATED (SEE ITEM 13) 30-Apr-2009 | |

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) Unilater - 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) Denise E Johnson, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Denise E Johnson (Signature of Contracting Officer) | 16C. DATE SIGNED 28-Sep-2009 |
| (Signature of person authorized to sign) | | | |

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding.

CLIN 1000-28 — \$ [REDACTED]

CLIN 3000-12 — \$ [REDACTED]

Requisition #13138-9266-4180

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AL

Fund Document: 09-Y713

Program: IPTO support

CLIN 1000-29 — [REDACTED]

CLIN 3000-13 — [REDACTED]

Requisition #13138-9266-4182

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AM

Fund Document: 09-Y713

Program: IPTO support

CLIN 1000-30 — [REDACTED]

CLIN 3000-14 — [REDACTED]

Requisition #13138-9266-4185

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AN

Fund Document: 09-Y713

Program: IPTO support

CLIN 1000-31 — [REDACTED]

CLIN 3000-15 — [REDACTED]

Requisition # 13138-9266-4186

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AP

Fund Document: 09-Y713

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Program: IPTO support

CLIN 1000-32 — [REDACTED]

CLIN 3000-16 — [REDACTED]

Requisition # 13138-9266-4189

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AV

Fund Document: 09-Y713

Program: IPTO support

CLIN 1000-33 — [REDACTED]

Requisition #13138-9267-4461

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AW

Fund Document: 08-X318 Amend 1

Program: IPTO support

CLIN 3000-17 — [REDACTED]

Requisition #13138-9267-4459

Amount: [REDACTED]

Customer: DARPA, Defense

ACRN: AX

Fund Document: 09-Y181 basic

Program: IPTO support

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

| <u>ITEM(S)</u> | <u>ALLOTED TO COST</u> | <u>ALLOTED TO FEE</u> | <u>PERIOD OF PERFORMANCE</u> |
|----------------|------------------------|-----------------------|------------------------------|
| 1000 | [REDACTED] | [REDACTED] | April 29, 2011 |

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3000 [REDACTED] \$ [REDACTED] April 29, 2011

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

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

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

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 \$2,562,833.41 from \$12,797,079.17 to \$15,359,912.58.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|------------|------------|------------|
| 100028 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 100029 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 100030 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 100031 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 100032 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 100033 | OTHER | [REDACTED] | [REDACTED] | [REDACTED] |
| 300012 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |
| 300013 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |
| 300014 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |
| 300015 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |
| 300016 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |
| 300017 | TBD | [REDACTED] | [REDACTED] | [REDACTED] |

The total value of the order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|--|---------|------------|------------|------------|
| ----- | | | | | |
| 1000 | Strategic Planning & Research Support for DARPA/IPTO (TBD) | 1.0 Lot | ██████████ | ██████████ | ██████████ |
| 100001 | Incremental Funding (OTHER) | | | | |
| 100002 | Incremental Funding (OTHER) | | | | |
| 100003 | Incremental Funding (OTHER) | | | | |
| 100004 | Incremental Funding (OTHER) | | | | |
| 100005 | Incremental Funding (OTHER) | | | | |
| 100006 | Incremental Funding (OTHER) | | | | |
| 100007 | Incremental Funding (OTHER) | | | | |
| 100008 | Incremental Funding (OTHER) | | | | |
| 100009 | Incremental Funding (OTHER) | | | | |
| 100010 | Incremental Funding (OTHER) | | | | |
| 100011 | Incremental Funding (OTHER) | | | | |
| 100012 | Incremental Funding (OTHER) | | | | |
| 100013 | Incremental Funding (OTHER) | | | | |
| 100014 | Incremental Funding (OTHER) | | | | |
| 100015 | Incremental Funding (OTHER) | | | | |
| 100016 | Incremental Funding (OTHER) | | | | |
| 100017 | Incremental | | | | |

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Funding (OTHER)

100018 Incremental
Funding (OTHER)

100019 Incremental
Funding (OTHER)

100020 Incremental
Funding (OTHER)

100021 Incremental
Funding (OTHER)

100022 Incremental
Funding (OTHER)

100023 Incremental
Funding (OTHER)

100024 Incremental
Funding (OTHER)

100025 Incremental
Funding (OTHER)

100026 Incremental
Funding (OTHER)

100027 Incremental
Funding (OTHER)

100028 Incremental
Funding (OTHER)

100029 Incremental
Funding (OTHER)

100030 Incremental
Funding (OTHER)

100031 Incremenal
Funding (OTHER)

100032 Incremental
Funding (OTHER)

100033 Incremental
Funding (OTHER)

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|-------------------|-----|------|-----------|
|------|-------------------|-----|------|-----------|

| | | | | |
|------|---|--|---------|---|
| 3000 | TOTAL ODC's NOT TO EXCCED | | 1.0 Lot |  |
| |  | | | |

300001 INCREMENTAL
FUNDING (TBD)

300002 INCREMENTAL
FUNDING (TBD)

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- 300003 INCREMENTAL
FUNDING (TBD)
- 300004 INCREMENTAL
FUNDING (TBD)
- 300005 INCREMENTAL
FUNDING (TBD)
- 300006 INCREMENTAL
FUNDING (TBD)
- 300007 INCREMENTAL
FUNDING (TBD)
- 300008 INCREMENTAL
FUNDING (TBD)
- 300009 INCREMENTAL
FUNDING (TBD)
- 300010 INCREMENTAL
FUNDING (TBD)
- 300011 INCREMENTAL
FUNDING (TBD)
- 300012 INCREMENTAL
FUNDING (TBD)
- 300013 INCREMENTAL
FUNDING (TBD)
- 300014 INCREMENTAL
FUNDING (TBD)
- 300015 INCREMENTAL
FUNDING (TBD)
- 300016 INCREMENTAL
FUNDING (TBD)
- 300017 INCREMENTAL
FUNDING (TBD)

For Cost Type Items:

| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|--|---------|------------|------------|------------|
| 4000 | Strategic Planning & Research Support for DARPA/IPTO (TBD) Option | 1.0 Lot | ██████████ | ██████████ | ██████████ |
| 4001 | Strategic Planning & Research Support for DARPA/IPTO (TBD) Option | 1.0 Lot | ██████████ | ██████████ | ██████████ |

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4002 Strategic Planning & Research Support for DARPA/IPTO (TBD) Option 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

4003 Strategic Planning & Research Support for DARPA/IPTO (TBD) Option 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|---|-----|------|------------|
| 6000 | TOTAL ODC's NOT TO EXCEED [REDACTED] Option | 1.0 | Lot | [REDACTED] |
| 6001 | TOTAL ODC's NOT TO EXCEED [REDACTED] Option | 1.0 | Lot | [REDACTED] |
| 6002 | TOTAL ODC's NOT TO EXCEED [REDACTED] Option | 1.0 | Lot | [REDACTED] |
| 6003 | TOTAL ODC's NOT TO EXCEED [REDACTED] Option | 1.0 | Lot | [REDACTED] |

TASK ORDER MANAGER (TOM)

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

Name: Dawn Tolson
 Address: 4072 North Jackson Road Ste 132
 Indian Head, MD 20640
dawn.tolson@navy.mil
 301-744-4469

(b) The Alternate TOM for this contract is:

Name:
 Address:

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of

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contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

STATEMENT OF WORK

FOR

STRATEGIC PLANNING AND RESEARCH SUPPORT

FOR THE

INFORMATION PROCESSING TECHNIQUES OFFICE (IPTO) DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC), Indian Head, Maryland has been tasked to provide strategic planning and research support services to assist the Information Processing Techniques Office (IPTO) of the Defense Advanced Research Projects Agency (DARPA).

1.2 Scope

The scope of this effort is to provide strategic planning and research support services in support of IPTO's multiple research and development programs. The contractor shall provide technical support and subject matter expertise support to IPTO for existing and planned programs, new start ideas, and technology research.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel shall wear appropriate identification (in accordance with DARPA instructions and policies) identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as contractor employee. All reports required as deliverables under this contract are property of the US Government. Reports shall not contain contractor name, logo or other contractor-identifying device.

2.0 REQUIREMENTS

The contractor shall provide the personnel and office facilities necessary to support the mission of IPTO as described below. The contractor shall provide personnel who have the necessary skills and expertise to accomplish their assigned functions and ensure performance is maintained for all tasks. The contractor shall use effective benchmarks measuring actual performance against quantifiable goals, to report on their quality of service. The contractor will provide orientation and continuous training for all new and existing personnel employed in support of this effort to ensure that services provided are efficient and seamless. Training will cover the latest processes, procedures, policies, applications and tools employed at DARPA.

It is advantageous to have the contractor office facilities in close proximity of the DARPA facility which is located at 3701 North Fairfax Drive; Arlington, Virginia. It is preferred that the contractor facility be located within a 15-minute walking distance of DARPA. The contractor facility will include a conference room cleared at a minimum to the SECRET level with adequate space to accommodate 40 people. A Secured Compartmental Information Facility (SCIF) is desired, but not required. It is anticipated that approximately 20% of the personnel will be physically located on-site within the DARPA complex. For these individuals, office space and furnishings will be provided by DARPA.

PROGRAM STRATEGIC PLANNING & TECHNICAL SUPPORT

The contractor shall assist the IPTO Office Director, Deputy Director, Assistant Director Program Manager (ADPM), and Program Managers (PMs) with the execution of existing research programs and development of new program ideas. This task includes strategic planning, technology assessments, and market research to identify potential research efforts/new start ideas appropriate for IPTO pursuit. Assistance with new program development shall encompass technical, risk, and military needs assessment; and acquisition planning and implementation. The

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contractor shall assist in establishing a program plan and milestones for the development of individual program efforts. The program plans shall establish the relevance of the project to the other research programs, system integration efforts, and applications being researched and developed for the office. In addition, the contractor will assist the IPTO Office Director, Deputy Director, ADPM, and PMs in preparing descriptive summaries, presentation/briefing material, program justification and documentation, Program Approval Documents (PADs), program reviews, special program briefings, (e.g. Keynote addresses, etc.), various reports, and responses to Congressional inquiries. Responsibilities include the creation, maintenance and tracking of program status, which includes schedules with phased milestones, go/no-go decision points and resource allocation prioritization. Program planning and control will span from program inception to transition. The contractor shall provide assistance with transition support of DARPA/IPTO programs. The contractor will also assist in creating and updating Security Classification Guides as necessary.

The contractor will support pre- and post-procurement award processes and coordination for Broad Agency Announcements (BAA) and Small Business Innovative Research (SBIR)/Small Business Technology Transfers (STTR) to ensure all actions are in accordance with legal requirements, policy, guidance and program specifications. This task includes solicitation preparation, source selection support including documentation and tracking of contractor/grantee performance status. The contractor shall provide the necessary documentation for tracking and facilitating procurement/solicitation activities. In performance of this task, the contractor is expected to maintain the DARPA/IPTO solicitation(s) website, on-line tool(s) and complete records of the solicitation process to include a suitable long-term storage capability. The contractor will also be responsible for tracking funding resulting from the source selections. Technical staff should possess an aptitude for financial management to assist in program execution and documentation. The contractor shall conduct studies and analyses of research development, testing, and other topics. This support includes research, analysis of inputs from various sources, consolidation of materials, and text preparation. The contractor will play an integral role by assisting the IPTO Office Director, Deputy Director, ADPM, and PMs in supporting assigned pertinent program(s). The contractor shall provide the complete documentation for program close out within 90 days of program completion or fiscal year funding.

The contractor shall provide information technology research and development subject matter experts to assist in formulating program ideas, studies and technology assessments; and provide specialized services in a variety of scientific, technical, administrative and security areas to quickly react to program needs. These services would require short-term analysis and response. Timelines associated with fulfilling these emergent requests will be extremely important.

2.2 RESEARCH SUPPORT

2.2.1 Independent research tasks shall be required under this task order and the results will be documented in Scientific and Technical Reports (Research Reports). The following represents typical activities related to the subject areas of paragraph below:

Engineering/Technical Documentation Review - Collection, organization, research and annotation of references in selected systems engineering subject areas.

Data Analyses - Reduction, evaluation and analysis of design, installation and operational test data.

Reports - Preparation of point papers, scientific and technical reports.

2.2.2 The contractor shall assist in providing research and analysis through experimentation, surveys, field investigations and other appropriate methods in the following and related areas:

Human Computer Interaction

Team Training and Performance

Collaboration Technologies

Artificial Intelligence and Cognitive Systems

Social Computing

Tactical Decision Making

System Requirements Analysis Methodologies

Simulation Technology

Multisensor Exploitation Concepts

C2 concepts and technologies for ocean, ground and airborne environments

Emerging Developments in Acoustics, optics and RF

Language Understanding

New and Innovative Methods of Software Design and Coding

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Advanced Computer Architectures and Algorithms
Fault Tolerant and Trusted Computing
Multicore Computing

3.0 DELIVERABLES

Monthly Status Reports

The contractor shall submit monthly status reports, due on the 10th of each month, to: Indian Head Division/Naval Surface Warfare Center, Attn: Code CD1, 4072 North Jackson Road; Building 1558; Suite 106; Indian Head, MD 20640-5115 and DARPA, Attn: ADPM for IPTO, 3701 North Fairfax Drive, Fairfax, VA 22203-1714.

The monthly status reports shall include the following elements:

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

Quarterly Status Updates

Quarterly Status Updates on prime and subcontractor activities are due the 15th of the month at the end of each quarter. Reports shall be submitted to: Indian Head Division/Naval Surface Warfare Center, Attn: Code CD1, 4072 North Jackson Road; Building 1558; Suite 106; Indian Head, MD 20640-5115 and DARPA, Attn: ADPM for IPTO, 3701 North Fairfax Drive, Fairfax, VA 22203-1714. The quarterly status reports shall include the following elements for the prime and subcontractor(s):

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Labor cost by name and man-hours expended
- Description of task completed or undertaken
- Travel cost by traveler name and location
- Conference cost by event and location.

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

- Technical reports, data compilations, and data surveys, evaluations, and analyses
- Requirements, assessments, and schedules
- Guidelines, schedules, procedures, instructions, corrective actions
- Conference agenda, conference minutes, trip reports, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning support, and budget documentation and funding plans

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

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The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order. Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records. Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

5.0 SECURITY

All Key Personnel associated with this task order shall have at a minimum a DoD "Secret" clearance. New hires must demonstrate the ability to hold a "Secret" clearance within 30 calendar days of beginning employment. All deliverables associated with this SOW are "unclassified" unless otherwise specified. In addition, all on-site personnel will comply with DARPA security policies and regulations, and stay current on all security-required training.

6.0 TRAVEL

In performance of this task order, the contractor shall be required to travel. CONUS and OCONUS travel will be approved in advance by DARPA and the Contracting Officer on a case-by-case basis. Travel costs must be in accordance with the Joint Travel Regulations. OCONUS travel will be in accordance with CENTCOM and PACOM procedures. Due to the nature of the support provided to DARPA, all foreign travel taken by staff supporting this task order will be reported in advance and the individual is required to attend a country clearance briefing.

7.0 DISCLAIMER STATEMENT

All reports resulting from this task order shall contain the following disclaimer statement on the cover of such reports:

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

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SECTION D PACKAGING AND MARKING

See Basic Contract.

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SECTION E INSPECTION AND ACCEPTANCE

See Basic Contract.

| | | | | |
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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Basic effort to be performed under this contract, shall be completed within a period of (12) months from the base year, with Four (4) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the Seaport contract.

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

| | |
|------|-----------------------|
| 1000 | 4/30/2009 - 4/29/2010 |
| 3000 | 4/30/2009 - 4/29/2010 |

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

| | |
|------|-----------------------|
| 4000 | 4/30/2010 - 4/29/2011 |
| 4001 | 4/30/2011 - 4/29/2012 |
| 4002 | 4/30/2012 - 4/29/2013 |
| 4003 | 4/30/2013 - 4/29/2014 |
| 6000 | 4/30/2010 - 4/29/2011 |
| 6001 | 4/30/2011 - 4/29/2012 |
| 6002 | 4/30/2012 - 4/29/2013 |
| 6003 | 4/30/2013 - 4/29/2014 |

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

| | | | | |
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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Dawn Tolson
4072 North Jackson Road STE 132
Indian Head, MD 20640
dawn.tolson@navy.mil
301-744-4469

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

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

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

HOLIDAY DATE OF OBSERVANCE

| | |
|-------------------------------|-------------|
| New Year's Day | 01 January |
| Martin Luther King's Birthday | 19 January |
| President's Day | 16 February |
| Memorial Day | 31 May |
| Independence Day | 5 July |
| Labor Day | 6 September |
| Columbus Day | 11 October |
| Veteran's Day | 11 November |
| Thanksgiving Day | 25 November |
| Christmas Day | 24 December |

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

3. The hours of operation for the Procurement Department and Receiving Office are as follows:

| AREA | FROM | TO |
|-------------------------------------|------------|------------|
| Procurement Department (BLDG. 1558) | 7:30 A.M. | 4:00 P.M. |
| Receiving Office (BLDG. 116) | 7:30 A.M. | 11:00 A.M. |
| | 12:30 P.M. | 2:00 P.M. |

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

IHD 77 - CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (AUG 2008)

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

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

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

| | | | | |
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<https://wawf.eb.mil>.

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

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

| Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders | |
|---|--|
| | Below Fields Are To Be Completed By The Buyer |
| Contract Number | N00178-08-D-5571 |
| Delivery Order | FG01 |
| CAGE Code/Ext. | 8F406 |
| Pay DoDAAC | HQ0337 |
| Issue date | 4/30/2009 |
| IssueBy DoDAAC | N00174 |
| Admin DoDAAC | S2206A |
| DCAA Auditor DoDAAC/Ext. | HAA621 |
| Service Approver/Ext. | |

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative: dawn.tolson@navy.mil
joe.mcclure@navy.mil
janice.barber@navy.mil

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

| | | | | |
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(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

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

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6648 or daniel.twombly@navy.mil or Georgia Warder at 301 744-6679 or georgia.warder@navy.mil

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

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

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions 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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.

(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.

```

Accounting Data
SLINID  PR Number      Amount
-----
100001  1313891177542      ██████████
LLA :
AA 1781319 F4KR 000 41756 0 068941 2D 000000 F70009110000
Standard Number: DOCUMENT # N4175609WX50188

100002  1313891177545      ██████████
LLA :
AB 9780400 1320 Y459 P8P30 2523 DPAM 8 7467 63767E S12136
Standard Number: MIPR# 09-Y459

100003  1313891177556      ██████████
LLA :
AC 9780400 1320 Y459 P8520 2523 DPAM 8 7467 62304E S12136
Standard Number: MIPR# 09-Y459

100004  1313883571221      ██████████
LLA :
AD 9780400 1320 Y207 P8P30 2522 DPAM 8 7397 63767E S12136
Standard Number: MIPR# 09-Y207

100005  1313883520754      ██████████
LLA :
AE 97 09 0400.1120 P9797 00000 0401 2522 S49447 DWAM90045
Standard Number: MIPR# DWAM90045

300001  1313891177556      ██████████
LLA :
AC 9780400 1320 Y459 P8520 2523 DPAM 8 7467 62304E S12136
Standard Number: MIPR# 09-Y459

```

BASE Funding 1131273.17
Cumulative Funding 1131273.17

MOD 01

```

100001  1313891177542      ██████████
LLA :
AA 1781319 F4KR 000 41756 0 068941 2D 000000 F70009110000
Standard Number: DOCUMENT # N4175609WX50188

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100006 13138-9138-2065 [REDACTED]
 LLA :
 AF 97804001320 Y459 P8G10 2523 DPAM 8 7527 62702E S12136
 Standard Number: 09-Y459 Amendment 01

100007 13138-9138-2068 [REDACTED]
 LLA :
 AG 9780400 1320 Y459 P8M30 2523 DPAM 8 7527 62303E S12136
 Standard Number: 09-Y459 Amendment 01

100008 13138-9138-2069 [REDACTED]
 LLA :
 AH 9780400 1320 Y459 P8520 2523 DPAM 8 7527 62304E S12136
 Standard Number: 09-Y459 Amendment 01

100009 13138-9138-2070 [REDACTED]
 LLA :
 AJ 9780400 1320 Y459 P8P30 2523 DPAM 8 7527 63767E S12136
 Standard Number: 09-Y459 Amendment 01

100010 13138-9148-3271 [REDACTED]
 LLA :
 AK 2182040 21ED Y715 P8Z35 2523 DPAM 8 7529 375204 S12136
 Standard Number: 09-Y715 BASIC

100011 13138-9148-3273 [REDACTED]
 LLA :
 AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
 Standard Number: 09-Y713 BASIC

100012 13138-9148-3274 [REDACTED]
 LLA :
 AM 9790400 1320 Y713 P9410 2523 DPAM 9 7208 63760E S12136
 Standard Number: 09-Y713 BASIC

100013 13138-9148-3276 [REDACTED]
 LLA :
 AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
 Standard Number: 09-Y713 BASIC

100014 13138-9148-3278 [REDACTED]
 LLA :
 AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
 Standard Number: 09-Y713 BASIC

100015 13138-9148-3279 [REDACTED]
 LLA :
 AQ 9790400 1320 Y713 P9G10 2523 DPAM 9 7208 62702E S12136
 Standard Number: 09-Y713 BASIC

100016 13138-9148-3280 [REDACTED]
 LLA :
 AR 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136
 Standard Number: 09-Y713 BASIC

300002 13138-9148-3280 [REDACTED]
 LLA :
 AR 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136
 Standard Number: 09-Y713 BASIC

MOD 01 Funding 5792086.00
 Cumulative Funding 6923359.17

MOD 02

100017 13138-9175-6554 [REDACTED]
 LLA :
 AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
 Standard Number: 09-Y713 AMENDMENT 01

100018 13138-9175-6584 [REDACTED]
 LLA :
 AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
 Standard Number: 09-Y713 AMENDMENT 01

100019 13138-9175-6609 [REDACTED]

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LLA :
AS 9790400 1320 Y752 P9X20 2523 DPAM 9 7215 63766E S12136
Standard Number: 09-Y752 AMENDMENT 00

100020 13138-9183-7456 [REDACTED]
LLA :
AT 9780400 1320 Y459 P8410 2523 DPAM 8 7527 63760E S12136
Standard Number: 09-Y459 AMENDMENT 02

100021 13138-9194-0579 [REDACTED]
LLA :
AK 2182040 21ED Y715 P8Z35 2523 DPAM 8 7529 375204 S12136
Standard Number: 09-Y715 AMENDMENT 01

300003 13138-9175-6581 [REDACTED]
LLA :
AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
Standard Number: 09-Y713 AMENDMENT 01

300004 13138-9175-6609 [REDACTED]
LLA :
AS 9790400 1320 Y752 P9X20 2523 DPAM 9 7215 63766E S12136
Standard Number: 09-Y752 AMENDMENT 00

300005 13138-9183-7456 [REDACTED]
LLA :
AT 9780400 1320 Y459 P8410 2523 DPAM 8 7527 63760E S12136
Standard Number: 09-Y459 AMENDMENT 02

300006 13138-9194-0579 [REDACTED]
LLA :
AK 2182040 21ED Y715 P8Z35 2523 DPAM 8 7529 375204 S12136
Standard Number: 09-Y715 AMENDMENT 01

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

100022 13138-9204-1957 [REDACTED]
LLA :
AU 9780400 1320 X354 P8410 2523 DPAM 8 6792 63760E S12136
Standard Number: 08-X354 AMENDMENT 07

100023 13138-9212-2978 [REDACTED]
LLA :
AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
Standard Number: 09-Y713 AMENDMENT 02

100024 13138-9212-2979 [REDACTED]
LLA :
AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
Standard Number: 09-Y713 AMENDMENT 02

100025 13138-9212-2980 [REDACTED]
LLA :
AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
Standard Number: 09-Y713 AMENDMENT 02

100026 13138-9212-2981 [REDACTED]
LLA :
AQ 9790400 1320 Y713 P9G10 2523 DPAM 9 7208 62702E S12136
Standard Number: 09-Y713 AMENDMENT 02

100027 13138-9212-2982 [REDACTED]
LLA :
AV 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136
Standard Number: 09-Y713 AMENDMENT 02

300007 13138-9212-2978 [REDACTED]
LLA :
AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
Standard Number: 09-Y713 AMENDMENT 02

300008 13138-9212-2979 [REDACTED]
LLA :

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AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
Standard Number: 09-Y713 AMENDMENT 02

300009 13138-9212-2980 [REDACTED]
LLA :
AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
Standard Number: 09-Y713 AMENDMENT 02

300010 13138-9212-2981 [REDACTED]
LLA :
AQ 9790400 1320 Y713 P9G10 2523 DPAM 9 7208 62702E S12136
Standard Number: 09-Y713 AMENDMENT 02

300011 13138-9212-2982 [REDACTED]
LLA :
AV 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136
Standard Number: 09-Y713 AMENDMENT 02

MOD 03 Funding 3751846.00
Cumulative Funding 12797079.17

MOD 04

100028 13138-9266-4180 [REDACTED]
LLA :
AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
Standard Number: 09-Y713 AMENDMENT 03

100029 13138-9266-4182 [REDACTED]
LLA :
AM 9790400 1320 Y713 P9410 2523 DPAM 9 7208 63760E S12136
Standard Number: 09-Y713 AMENDMENT 03

100030 13138-9266-4185 [REDACTED]
LLA :
AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
Standard Number: 09-Y713 AMENDMENT 03

100031 13138-9266-4186 [REDACTED]
LLA :
AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
Standard Number: 09-Y713 AMENDMENT 03

100032 13138-9266-4189 [REDACTED]
LLA :
AV 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136
Standard Number: 09-Y713 AMENDMENT 03

100033 13138-9267-4461 [REDACTED]
LLA :
AW 9780400 1320 X318 P8M30 2523 DPAM 8 6796 62303E S12136
Standard Number: 08-X318 AMENDMENT 01

300012 13138-9266-4180 [REDACTED]
LLA :
AL 9790400 1320 Y713 P9X20 2523 DPAM 9 7208 63766E S12136
Standard Number: 09-Y713 AMENDMENT 03

300013 13138-9266-4182 [REDACTED]
LLA :
AM 9790400 1320 Y713 P9410 2523 DPAM 9 7208 63760E S12136
Standard Number: 09-Y713 AMENDMENT 03

300014 13138-9266-4185 [REDACTED]
LLA :
AN 9790400 1320 Y713 P9M30 2523 DPAM 9 7208 62303E S12136
Standard Number: 09-Y713 AMENDMENT 03

300015 13138-9266-4186 [REDACTED]
LLA :
AP 9790400 1320 Y713 P9P30 2523 DPAM 9 7208 63767E S12136
Standard Number: 09-Y713 AMENDMENT 03

300016 13138-9266-4189 [REDACTED]
LLA :
AV 9790400 1320 Y713 P9520 2523 DPAM 9 7208 62304E S12136

| | | | | |
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Standard Number: 09-Y713 AMENDMENT 03

300017 13138-9267-4459 [REDACTED]

LLA :

AX 9780400 1320 Y181 P8520 2523 DPAM 8 7384 62304E S12136

Standard Number: 09-Y181 AMENDMENT 00

MOD 04 Funding [REDACTED]

Cumulative Funding [REDACTED]

| | | | | |
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SECTION H SPECIAL CONTRACT REQUIREMENTS

ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE"

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

| ITEM(S) | ALLOTTED TO COST | ALLOTTED TO FEE | ESTIMATED PERIOD OF PERFORMANCE |
|---------------|------------------|-----------------|---------------------------------|
| 1000 AND 3000 | ██████████ | ██████████ | 30 Sep 2009 |

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Janice Barber

Phone Number: 301-744-6673

Email: janice.barber@navy.mil

Payments/Invoicing: DFAS Columbus

Phone Number: (800)-756-4571

Task Order Manager: Dawn Tolson

Phone Number: (301)744-4469

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

| | | | | |
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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

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

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

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

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

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

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

| | | | | |
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SECTION J LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

1. Wage Determination.
- 2 Contract Administration Plan.
3. Department of Defense Contract Security Classification Specification DD254.
4. Small Business Individual Subcontracting Plan.
5. Schafer Corporation Proposal Extension dated 3/27/2009