

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 09-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 1300220083	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

Naval Sea Systems Command (NAVSEA)
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
 WASHINGTON NAVY YARD DC 20376-2040
 shanna.laging@navy.mil 202-781-0917

DCMA Manassas
 10500 BATTLEVIEW PARKWAY, SUITE 200
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tech Marine Business 9253 Old Keene Mill Road Burke VA 22015-4202		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4138-EH02
		10B. DATED (SEE ITEM 13) 11-Mar-2009
CAGE CODE 1SCQ8	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)

SEE SECTION G

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

(*)	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"/>	
<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:
[X]	D. OTHER (Specify type of modification and authority) NAVSEA 5252.232-9104, Allotment 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) Lindsay A Alexander, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Lindsay A Alexander (Signature of Contracting Officer)	16C. DATE SIGNED 09-Sep-2011
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification (15) to N00178-04-D-4138-EH02 is to incrementally fund CLINs 4101. Accordingly, the Task Order is hereby modified as follows:

- Under Section B, Supply and Services, incrementally fund SLIN 4101 01 as follows:

SLIN	4101 01	Est. Cost	Fixed Fee	CPFF
			2.52%	
Funding	From	\$717,812	\$18,113	\$735,925
	By	\$33,631	\$848	\$34,479
	To	\$751,443	\$18,961	\$770,404

- Under Section G, Accounting Data, update SLIN 4101 01 as follows:

MOD 15

410101 34479.00
 LLA : BL 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000
 A00000838743

MOD 15 Funding 34479.00

- Under Section F, note the POP for SLIN 4101 01 cannot extend past 30 September 2011.
- Under Section H, NAVSEA 5252.232-9104, Allotment of Funds (JAN 2008), paragraph (a) is updated as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4101	33,630.38	848.62	0.00	34,479.00	468.50	03/11/2011 -
6000	0.00	0.00	0.00	50,000.00	0.00	03/10/2012 04/14/2010 -
						04/13/2011

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$9,906,860.00 by \$34,479.00 to \$9,941,339.00.

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CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410101	FMS	0.00	34,479.00	34,479.00

The total value of the order is hereby increased from \$9,915,132.00 by \$735,925.00 to \$10,651,057.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4101	0.00	735,925.00	735,925.00

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
1000	Base Year: Engineering and Administrative Support Services for the Undersea Defensive Warfare Systems Program Office (PMS 415). (NOTE A) (RDT&E)	35554.0 LH	\$2,546,036.00	\$64,205.00	\$2,610,241.00
100001	Incremental Funding for SLIN 1000 - Surface Ship Torpedo Defense Program Management Support (PMS415) (RDT&E)				
100002	Incremental Funding for SLIN 1000 (RDT&E)				
100003	Incremental Funding for SLIN 1000 - Surface Ship Torpedo Defense Production Engineering Support (PMS415) (OPN)				
100004	Incremental Funding for SLIN 1000 - Submarine Acoustic Warfare Systems Production Engineering Support (PMS415) (OPN)				
100005	Incremental Funding for SLIN 1000 - Advanced Submarine Systems Development Program Management Support (SEA073R) (RDT&E)				
100006	Incremental				

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Funding for SLIN
1000 - FY09 FMS
Admin Funds -
Task 2.6
(FMS Case #AA-A-A
AA)

100007 Incremental

Funding for SLIN
1000 (RDT&E)

1001	Base Year: Surge Requirements Support (NOTES A, B and D) (RDT&E)	10000.0 LH	\$719,076.00	\$18,188.00	\$737,264.00
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100101 Incremental

Funding for SLIN
1001 - Surface
Ship Torpedo
Defense Program
Management
Support (PMS415)
(RDT&E)

100102 Incremental

Funding for SLIN
1001 - Submarine
Acoustics Warfare
Development
Program
Management
Support (PMS415)
(RDT&E)

100103 Incremental

Funding for SLIN
1001 (OPN)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
3000	ODCs in support of Base Year - Year 1 Labor CLINs (NOTE E) (RDT&E)	1.0	LO	\$50,000.00
300001	Funding in Support of CLIN 3000 (RDT&E)			
3001	ODCs in support of Base Year Surge Requirements - Year 1 Labor CLINs (Note B and E) (RDT&E) Option	1.0	LO	\$15,000.00

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For Cost Type Items:

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

4000	Option Year 1 - YEAR 2: Engineering and Administrative Support Services for the Undersea Defensive Warfare Systems Program Office (PMS 415). (NOTES A and B) (RDT&E)	28446.0	LH	\$1,719,873.00	\$43,318.00	\$1,763,191.00
400001	Incremental funding for SLIN 4000 - Surface Ship Torpedo Defense Program Management Support (RDT&E)					
400002	Incremental funding for SLIN 4000 - Surface Ship Torpedo Defense Production Engineering Support (OPN)					
400003	Incremental funding for SLIN 4000 - Advanced Submarine Systems Development Program Management Support (SEA 073R) (RDT&E)					
400004	Incremental funding for SLIN 4000 - Submarine Acoustic Warfare Systems Production Engineering Support (OPN)					
400005	Incremental funding for SLIN 4000 - Submarine Acoustic Warfare (RDT&E)					
400006	Incremental funding for SLIN 4000 - Consulting and Support					

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Services (O&MN,N)

400007 Incremental
funding for SLIN
4000 - FMS
Technical and
Management
Support - PMS415
Requisition
PCN0449278S580
(FMS Case #CN-P-L
GD)

400008 Incremental
funding for SLIN
4000 - FMS
Tehcnical and
Management
Support - PMS415
Requisition
PSPF449278S810
(FMS Case #SP-P-L
GB)

400009 Incremental
funding for SLIN
4000 - Consulting
and Support
Services (O&MN,N)

4001 Option Year 1 - 10000.0 LH \$2,073,302.00 \$52,395.00 \$2,125,697.00
Year 2: Surge
Requirements
Support (NOTES A,
B and D) (RDT&E)

400101 Incremental
funding for Surge
CLIN - Surface
Ship Torpedo
Defense Program
Management
Support (PMS 415)
(RDT&E)

400102 Incremental
funding for Surge
CLIN - Tech
Refresh Design to
the Outboard
Transducer Array
Assembly (OTAA)
(RDT&E)

400103 Incremental
funding for Surge
CLIN - Submarine
Littoral Defense
System (SLDS) -
PMS 415G (RDT&E)

400104 Incremental
funding for Surge
CLIN -

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Heavyweight
Torpedo Restart
Program - PMS-404
(WPN)

400105 Incremental
funding for Surge
CLIN - Surface
Ship Torpedo -
CAT/TWS (RDT&E)

4100	Option Year 2 - YEAR 3: Engineering and Administrative Support Services for the Undersea Defensive Warfare Systems Program Office (PMS 415). (NOTES A and C) (TBD)	35145.0 LH	\$2,422,777.02	\$60,961.98	\$2,483,739.00
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410001 Incremental
funding for SLIN
4100 - Surface
Ship Torpedo -
Countermeasure
Anti-Torpedo
(CAT)/ Torpedo
Warning
System(TWS)
(RDT&E)

410002 Incremental
funding for SLIN
4100 - Submarine
Acoustic Warfare
(RDT&E)

410003 Incremental
funding for SLIN
4100 - Submarine
Acoustic Warfare
(OPN)

410004 Incremental
funding for SLIN
4100 - Consulting
and Support
Services (O&MN,N)

410005 TBD (TBD)

410006 Incremental
funding for SLIN
4100 - Foreign
Military Sales
support - FMS
Admin Funding
Tasks 2.6 & 2.7
(FMS)

410007 Incremental

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funding for SLIN
4100 - Consulting
and Support
Services (O&MN,N)

410008 Incremental
funding for SLIN
4100 - Consulting
and Support
(RDT&E)

410009 Incremental
funding for SLIN
4100 - Consulting
and Support
(RDT&E)

4101	Option Year 2 - YEAR 3: Surge Requirements Support (Task 4) (NOTES A, B, C and D) (TBD)	10000.0 LH	\$717,812.00	\$18,113.00	\$735,925.00
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410101 Option Year 2 -
YEAR 3: Surge
Requirements
Support (Task 4)
(NOTES A, B, C
and D) (FMS)

4200	Option Year 3 - YEAR 4: Engineering and Administrative Support Services for the Undersea Defensive Warfare Systems Program Office (PMS 415). (Task 1)(NOTES A and C) (TBD) Option	28855.0 LH	\$2,272,077.40	\$57,076.60	\$2,329,154.00
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4201	Option Year 3 - YEAR 4: Surge Requirements Support (NOTES A, B, C and D) (TBD) Option	10000.0 LH	\$788,872.00	\$19,876.00	\$808,748.00
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4300	Option Year 4 - YEAR 5: Engineering and Administrative Support Services for the Undersea Defensive Warfare Systems Program Office (PMS 415). (Task 1)(NOTES A and C) (TBD) Option	32000.0 LH	\$2,592,839.00	\$65,036.00	\$2,657,875.00
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4301	Option Year 4 - YEAR 5: Surge Requirements Support (NOTES A, B, C, and D) (TBD) Option	10000.0 LH	\$664,051.00	\$16,701.00	\$680,752.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	ODCs in support of Option Year 1 - Year 2 Labor CLINs (NOTE B and E) (TBD)	1.0	LO	\$58,272.00
600001	Incrementally Fund SLIN 6000 (RDT&E)			
6001	ODCs in support of Option Year 1 Surge Requirements - Year 2 Labor CLINs (Note B and E) (TBD)	1.0	LO	\$36,728.00
600101	Incrementally Fund CLIN 6001 (RDT&E)			
600102	Incrementally Fund CLIN 6001 (RDT&E)			
600103	Incrementally Fund CLIN 6001 (WPN)			
600104	Incrementally Fund CLIN 6001 (TBD)			
6100	ODCs in support of Option Year 2 - Year 3 Labor CLINs (NOTE C and E) (TBD)	1.0	LO	\$50,000.00
610001	Incrementally Fund CLIN 6100 (RDT&E)			
6101	ODCs in support of Option Year 2 Surge Requirements - Year 3 Labor CLINs (Note B, C	1.0	LO	\$15,000.00

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and E) (TBD)
Option

6200	ODCs in support of Option Year 3 - Year 4 Labor CLINs (NOTE C and E) (TBD) Option	1.0 LO	\$50,000.00
6201	ODCs in support of Option Year 3 Surge Requirements - Year 4 Labor CLINs (Note B, C and E) (TBD) Option	1.0 LO	\$15,000.00
6300	ODCs in support of Option Year 4 - Year 5 Labor CLINs (NOTE C and E) (TBD) Option	1.0 LO	\$50,000.00
6301	ODCs in support of Option Year 4 Surge Requirements - Year 5 Labor CLINs (Note B, C and E) (TBD) Option	1.0 LO	\$15,000.00

NOTES:

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Labor hours incurred by subcontractors shall be recorded by Level of Effort and not as ODCs.

Government estimate is approximately 32,000 man-hours (excludes estimated man-hours for surge). The Government estimate is based on the total anticipated level of effort for all Task areas combined.

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: AWARD TERM

Award Term Item to which the AWARD TERM clause in SECTION H applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in SECTION H. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items.

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NOTE D: SURGE

If the Government determines that an increased level of effort for Engineering, Program Management, Financial, Acquisition, Logistics, Administrative and FMS support for PMS 415 is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work in accordance with the Statement of Work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the Labor CLIN for each Task identified in the Statement of Work. The Government further stipulates that award of an Award Term does not include award of the Surge Option Item unless the Surge Option is exercised for that Award Term period. **The Government estimate is approximately 10,000 man-hours per year for surge Option Items.**

NOTE E: ODC

The Government estimates Other Direct Costs for this Task Order to be no more than \$50,000 per year. Surge ODC is estimated at 30% of the above ODC estimate in the amount of \$15,000 per year. No other ODC amounts proposed by an Offeror shall be included in said CLINs. These non-fee bearing CLINs and shall be priced as cost only and priced as one LOT. The term LOT in this context refers to the billing against these CLINs for one LOT (finite dollar amount) of ODC to include any travel; these CLINs shall not be billed against hourly.

CLAUSES INCORPORATED IN FULL TEXT:

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire Task Order is cost type.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-

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plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to **five** percent (**5**%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLIN SERIES 3000 AND 6000)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the

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Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Undersea Defensive Warfare Systems Program Office, PMS415

1.0 TASK SUMMARY

The contractor shall provide support services, as organized by task type below, to the Undersea Defensive Warfare Systems Program Office (PMS 415). The following full range of support services shall be provided: Acquisition Management support; Integrated Logistic Support; Business and Financial Management support; engineering support; system production, general support and Project/Program management support; and Foreign Military Sales (FMS) and Data Exchange Agreement (DEA) support. These services shall be supplied for the various Undersea Defensive Warfare Systems managed by PMS415 and FMS Programs.

These services will be used to assist PMS415 in meeting cost, schedule, and performance goals for Undersea Defensive Warfare Systems.

2.0 SPECIFIC TASKS

2.1 Management Support:

The contractor shall provide project management support for PMS415 Undersea Defensive Warfare Systems Program Office (PMS415) in the areas of engineering, logistics (including training and configuration management), general, business and financial, management, International, Foreign Military Sales and acquisition support. (RDT&E, OPN, O&M,N)

2.1.1 Program Management Support

The Contractor shall coordinate and review all aspects of PMS415 support efforts with the

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PMS415 point of contact of each Undersea Defensive Warfare Systems Program on a weekly basis. This review shall include an action-item listing that tracks all program office tasks. The contractor shall coordinate weekly staff meetings. (RDT&E, OPN, O&M,N)

The Contractor shall coordinate and deliver the contract deliverables as specified in the Deliverables section of this SOW. The Contractor shall provide Conference Agendas as requested. (RDT&E, OPN, O&M,N)

The Contractor shall attend program reviews, meetings, test events, audits, and other program activities in support of Undersea Defensive Warfare Systems programs, and shall produce meeting minutes and trip reports, as required. The contractor shall provide management support in the procurement of the new Undersea Defensive Warfare Systems as planned by PMS415. (RDT&E, OPN, O&M,N)

The Contractor shall manage the creation, funding, tracking, and closure of Technical Instructions (TIs) with system prime contractors in support of PMS415. The contractor shall create Plans of Action and Milestones (POA&Ms) for efforts to improve performance, and to reduce program life cycle costs, working jointly with PMS415 personnel.

The contractor shall manage the execution of POA&Ms, working to ensure that the efforts are funded and that all plans are executed. (RDT&E, OPN, O&M,N)

The contractor shall work with the activity lead in performing work for the POA&Ms to ensure that they are successfully achieved. The contractor shall assist PMS415 personnel in all program management disciplines. The contractor shall coordinate planning and submarine availability scheduling for Undersea Warfare Systems installations. The contractor shall track changes to submarine availability schedules and distribute this information to PMS415 personnel. The contractor shall assess the impact of these changes to installation plans and recommend alternatives to PMS415 personnel. (RDT&E, OPN, O&M,N)

2.1.2 Acquisition and In-Service Management Support

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The contractor shall provide acquisition support in the development of procurement packages, and TIs to be issued in support of contracts for PMS415 projects and systems, in accordance with the appropriate FAR/DOD/SECNAV/NAVSEA instructions and procedures. The contractor shall be knowledgeable with the Integrated Product Data Management (iPDM) database. The contractor shall be a member of source selection panel as an advisor and monitor new contracts when they are awarded. (RDT&E, OPN)

The contractor shall provide recommendations and solutions to contract execution problems as they arise, in the form of letters, delivery order changes, government property instructions, contract modifications, CDRL changes, Clearance Levels, DD254's and other documentation which will be reviewed and executed by PMS415 personnel (through the Government contracting organization) when necessary. (RDT&E, OPN)

The contractor shall provide expert level consulting on DoD-Instruction 5000 and other Directives, particularly when program decision milestones are being briefed or processed. This is to include, but not be limited to, the development of Program Plans, Acquisition Plans, Integrated Program Summaries and Acquisition Program Baseline Agreements (APBAs). The Contractor shall also support Test and Evaluation Master Plans and Integrated Logistic Assessments (ILAs) as required and develop documents for the ILA. The contractor shall utilize their expertise to develop initiatives to improve the acquisition and contract management processes. (RDT&E, OPN, O&M,N, SCN)

The contractor shall assist in the preparation for formal Milestone reviews (per DOD Series) including preparing, reviewing, tracking documents, preparing required briefings, tracking, working action items associated with the formal review process. (RDT&E, OPN)

Assist the Program Office in tracking Small Business Innovative Research (SBIR), Manufacturing Technology (MANTECH) and Future Naval Capabilities (FNC) efforts. (RDT&E, OPN, O&M,N)

The Contractor shall review, analyze and make recommendations for the development of the Initial Capabilities Document (ICD), Capability Development Document (CDD) and Capability Production Document (CPD) Test and Evaluation Master Plans (TEMP), test plans and reports, Analysis of Alternatives (AoA) and technical documentation. (RDT&E, OPN)

The Contractor shall provide cost, schedule, technical inputs and graphics support for formal and

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informal briefings. (RDT&E, OPN)

The Contractor shall review, analyze and provide recommendations regarding the application of new initiatives and best practices to improve areas within program management. (RDT&E, OPN)

The Contractor shall assist in updating the PMS 415 Management Control Plan (MCP). (RDT&E, OPN)

The Contractor shall assist PMS415 in its risk management program and support the program's requirements for assessing technical, cost, and schedule risk. (RDT&E, OPN)

The Contractor shall participate in periodic top-level management meetings with the Program Manager and Deputy Program Manager to assess project status, assist in setting priorities, provide administrative support services, and input updates to the PMS 415 iPDM database. (RDT&E, OPN)

The contractor shall provide inputs for independent cost estimates (for life cycle costs or other activities), conduct cost and performance trade off studies, risk assessments, and provide recommendations on cost realism. (RDT&E)

The Contractor shall participate in and support Submarine Technology (SUBTEC) Strategic Concept IPTs relevant to PMS- 415 programs and product lines. (RDT&E, OPN)

The Contractor shall analyze, evaluate and provide recommendations for Total Ownership Cost (TOC), Cost as an Independent Variable (CAIV), and Life Cycle Cost (LCC), evaluations and associated management plans. (RDT&E, OPN, O&M,N)

The Contractor shall participate in meetings, program reviews, conferences (including VTCs), planning sessions, briefings and other meetings to support the effective execution of PMS 415 programs. (RDT&E, OPN, O&M,N)

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The Contractor shall draft, analyze, review, and provide written recommendations on test and evaluation program planning, installation, testing, execution documentation and support ship and weapons system tests and trials. (RDT&E, OPN, O&M,N)

The Contractor shall provide information and recommendations to respond to Congressional, DOD, other Government agency, media or industry inquiries and audits, and for congressional testimony. (RDT&E, OPN, O&M,N)

The Contractor shall facilitate Program Office IPTs, special advisory boards, off-site activities, working groups, audit teams etc. (RDT&E, OPN, O&M,N)

The contractor shall accumulate, file, store, and maintain a structured (organized) data management file and reporting system for PMS415 programs. These files will consist of a database of all the data deliverables required under specific PMS415 program contracts, required delivery dates, government comment due dates, deliverable status, funding status, and other information as required. (RDT&E, OPN, O&M,N)

2.1.3 Business Financial Management Support

The contractor shall provide business financial management support in the generation of a financial tracking systems to include POM issue paper submittals, budget presentations, issuance of Individual Task Management Planning Forms (ITMPs), obligation and expenditures, and current controls identifiable at the project level. (RDT&E, OPN, O&M,N)

The contractor shall attend conferences and meetings as tasked by PMS415 and submit trip reports following each conference and meeting. (RDT&E, OPN, O&M,N)

The Contractor shall assist in developing briefings, impact statements, reclaims, issue papers and point papers. (RDT&E, OPN)

The Contractor shall assist in developing and reviewing future year financial program plans to justify

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outyear program resource requirements. (RDT&E, OPN, O&M,N)

The Contractor shall assist in providing programming, planning and budgeting management analysis. (RDT&E, OPN, O&M,N)

The contractor shall assist in performing earned value management system (EVMS) analyses. Provide input to estimates at completion (EAC) for work conducted by a government activity or a contractor. (RDT&E)

The Contractor shall draft spreadsheets, reports, and conduct analysis for short and long-range budget requirements. (RDT&E, OPN, O&M,N)

The Contractor shall assist in preparing and providing recommendations to justify and defend budgets during all required budget submissions. (RDT&E, OPN, O&M,N)

The Contractor shall assist in drafting and providing responses to Congressional, Navy, DoD and other government agency questions and requests for financial information. (RDT&E, OPN, O&M,N)

The Contractor shall assist in preparing ledger reports, ledger tracking, maintenance and support of specified PRISMs and Standard Accounting Reporting System (STARS) or any other official accounting program tracking systems.) (RDT&E, OPN, O&M,N)

The contractor shall assist in tracking commitments, obligations and expenditures to ensure contractors, field activities, are meeting periodic targets and develop cost incurred reports for all funds executed by PMS415 to accomplish of program office efforts. (RDT&E, OPN, O&M,N)

The Contractor shall collect, analyze and recommend prioritization of unfunded requirements. (RDT&E, OPN, O&M,N)

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2.2 Systems Engineering Support:

2.2.1 System Engineering Manager

The contractor shall provide engineering management support services for PMS415 programs and systems. Within this support the contractor shall provide engineering management support in developing, updating and revising program specifications and contract requirements as coordinated with PMS415 personnel. (RDT&E, OPN, O&M,N)

The contractor shall maintain a library of program specifications and revisions, equipment and shipyard drawing lists, test reports, test plans and procedures, and ship-test procedures, organized to allow rapid retrieval of information. The contractor shall participate in system installation and testing at other hardware contractor or Government facilities. The contractor's area of support shall include all systems managed by PMS415. (RDT&E, OPN, O&M,N)

The contractor shall support the generation and review of the broad range of documentation associated with the fielding of these systems including installation procedures and installation test procedures. (RDT&E, OPN, O&M,N)

The contractor shall provide analysis of test reports and failure events. The contractor shall support special systems testing, on-site investigations, testing with specialized test equipment, and coordination and conduct of special engineering studies of the PMS415 systems. (RDT&E, OPN, O&M,N)

The contractor shall participate in system testing at contractor and other Government facilities to support system acquisition. (RDT&E, OPN, O&M,N)

The contractor shall review current and projected threat data, reports, and assessments and recommend system requirements based upon this review. The contractor shall identify and recommend state-of-the-art science and technology that may be utilized to meet the operational requirements of the Fleet. (RDT&E, OPN, O&M,N)

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The contractor shall provide technical inputs to the program office in the translation of operational requirements to design parameters documented in system and interface specifications for Undersea Warfare Defensive Systems. (RDT&E, OPN, O&M,N)

The contractor shall monitor (on-site when required) and review the performance of equipment manufacturers (contractors, Naval Warfare Systems Centers and navy field activities) and provide recommendations to PMS415 regarding performance. Recommendations shall include course of action for system and process improvement when appropriate. (RDT&E, OPN, O&M,N)

The contractor shall review documents delivered by equipment manufacturers and provide comments and recommendations for disposition. The contractor shall prepare technical studies and reports when requested by PMS415 personnel. The contractor shall ensure that technical data, that defines product baselines, is current, engineering change impact analyses are accurate and complete, and that integrated logistics support impacts are identified.

The contractor shall assist in the coordination and execution of the Technical Decision Agent (TDA) and In-Service Engineering Agent (ISEA) efforts to improve the Undersea Defensive Warfare Systems Programs. (RDT&E, OPN, O&M,N)

The contractor shall review and assess development and production progress and performance in support of Government conducted technical reviews and audits of other contracts in accordance with best commercial standards and practices. The contractor shall review and assess reliability and maintainability documentation and provide comments to the program office. (RDT&E, OPN, O&M,N)

The contractor shall assist in the definition of interfaces for Submarine Warfare Federated Tactical System (SWFTS), Tactical Local Area Network (TACLAN), and other networks on all submarine classes including VIRGINIA Class. (RDT&E, OPN, O&M,N)

The contractor shall identify and recommend engineering solutions for production deficiencies and problems. The contractor shall plan, attend, and track action items for Production Readiness Reviews (PRRs) of other deliverables (hardware and components) as required. (RDT&E, OPN, O&M,N)

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As applicable, reports shall include a summary of equipment or system performance and recommendations for modifications or alterations to existing systems or components to achieve the specific system performance requirements. The contractor shall review and provide evaluations for compliance with the applicable testability and supportability requirements. The contractor shall monitor and evaluate procedures and data for EMI/EMC, airborne and structure borne noise, and other environmental testing as required. (RDT&E, OPN, O&M,N)

The contractor shall provide in-service engineering management fleet support to PMS415 and PMS 415's designated representatives for continued improvement, modernization, and life cycle engineering support of PMS415 managed systems. (RDT&E, OPN, O&M,N)

The contractor shall utilize their expertise to recommend new initiatives in engineering related areas related to modernization, new capabilities, and reliability and maintainability improvements to PMS415 systems. The contractor shall provide systems engineering and management support to PMS 415 in coordination of PMS 415 programs, system developments, system acquisition, system installation and related issues with other Government agencies and activities. (RDT&E, OPN, O&M,N)

2.3 Logistics Support

2.3.1 Logistics Management Support

The contractor shall maintain a library of PMS415 logistics documentation. The contractor shall work with the PMS415 engineering and support organizations to conduct a thorough review of current systems logistics documentation, including Technical Manuals (TMs), Maintenance Requirements Cards (MRCs), Ship Systems Manuals (SSMs), and Provisioning Support Documentation; to ensure they are accurate and current. The contractor shall collect source data and help create POA&Ms for PMS415 program improvement projects. (RDT&E, OPN, O&M,N, SCN)

The contractor shall ensure that program logistics milestones are efficiently supported, including contract preparation, ILAs, provisioning conferences, configuration audits, and other conferences. (RDT&E, OPN, O&M,N, SCN)

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The Contractor shall provide Acquisition Logistic Support for all PMS 415 systems (both in service and new) in the areas of: Maintenance, Planning, Supply Support; Design Interface; Training; Facilities; Computer Resources Support; Test and Support Equipment; Packaging, Handling, Storage and Transportation; Technical Data; Manpower and Personnel; Reliability & Maintainability; Management of Government Furnished Information and Government Furnished Equipment. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall coordinate Integrated Logistics Support Management Team Meetings (ILSMTs). (RDT&E, OPN, O&M,N, SCN)

The Contractor shall record meeting minutes and action items from all logistics related meetings, and develop ILS schedules. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall track and maintain ILS action item database and performance. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall assist in the development of logistics support plans and logistic considerations in PMS415 planning documentation. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall review, recommend modifications, identify deficiencies, and draft comments on integrated logistics support related contract data requirements lists (CDRLS). (RDT&E, OPN, O&M,N, SCN)

The Contractor shall monitor, track, investigate, and provide status of supply support efforts, provisioning process, and the procurement, receipt, and stowage aboard ship of repair parts, equipage, and test and support equipment. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall recommend and validate requirements to acquire, catalog, receive, store, transfer, issue, and dispose of spares, repair parts, consumable items, In Service Management Agreements (ISMAs), In Service Manage Plans (ISMP) Performance Based Logistics (PBL) and Performance Based Agreements (PBA) and the Logistics requirements funding and summary. (RDT&E, OPN, O&M,N, SCN)

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The Contractor shall research and advise on alternative logistics support sources and methodologies to acquire spares within or outside the DoD supply system. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall assist in generating and updating technical inputs for Program Support Sheets (PSD) and associated spares budget exhibits and assist in supporting the BAM process. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall participate in the development, maintenance, and updating of Training Planning Process Methodology (TRPPM), Navy Training System Plans (NTSP), instructional data and material, training curricula, Interactive Electronic Technical Manuals (IETMs), and course evaluations. The Contractor shall be familiar with Authoring of Instructional Materials (AIM) curriculum development software tool. (RDT&E, OPN, O&M,N,SCN)

The Contractor shall recommend and coordinate processes, procedures and techniques required to acquire and support training, training devices and training equipment. (RDT&E, OPN, O&M,N, SCN)

The Contractor shall review, analyze, and recommend changes to manual and electronic technical data and training packages. (RDT&E, OPN, O&M,N, SCN)

2.3.2 Configuration Management Support

The contractor shall assist in planning Configuration Management (CM) implementation for specific hardware and software. (RDT&E, OPN, O&M,N)

The contractor shall assist in planning Configuration Management (CM) support implementation for specific programs, ensuring that all CM elements are addressed, tracked, and evaluated during the system life cycle, including Configuration Audits, Configuration Identification, Configuration Change Control, and configuration Status Accounting. (RDT&E, OPN, O&M,N)

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The contractor shall also assess and evaluate the development of Engineering Change Proposals (ECPs), review ECPs as posted during their development and route draft ECPs submitted to PMS415 for approval in support of the Configuration Manager. (RDT&E, OPN, O&M,N)

The contractor shall update and maintain the Configuration Management Plan, review and document status of revisions to the configuration baseline by additions and deletions of hardware and/or software. (RDT&E, OPN, O&M,N)

The Contractor shall participate in Configuration Management Process including supporting the Configuration Review Board (CRB), Configuration Control Board (CCB), draft CRB/CCB Directives and track and monitor Engineering Changes. (RDT&E, OPN, O&M,N)

2.3.3 Training Support

The contractor shall prepare Navy Training System Plans (NTSPs) and other required training documentation. The contractor shall coordinate routing of the training documents for review and comment. (RDT&E, OPN, O&M,N)

The contractor shall review comments received and provide recommendations for resolution of the comments and take the required actions as directed by the Government. (RDT&E, OPN, O&M,N)

The contractor shall attend Undersea Warfare Defensive Systems program reviews, program planning and implementation meetings, and other training related meetings. The contractor shall analyze and review training course content and recommend improvements thereto. The contractor shall conduct in-process reviews of training material and technical documentation development. (RDT&E, OPN, O&M,N)

The contractor shall coordinate and monitor factory training for Navy personnel. The contractor shall review and provide comments on Equipment Facilities Requirements and Installation Plans for

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training equipment and devices. (RDT&E, OPN, O&M,N)

The contractor shall monitor technical manual and training course development, ensuring that the proper documentation and trained personnel are available when equipment is delivered to the Fleet. (RDT&E, OPN, O&M,N)

The contractor shall review SOWs, ILSPs, contract specifications, TEMPs, and other program documentation to ensure that these are consistent with training and manning concepts used to derive technical information required for training planning and manning.

(RDT&E, OPN, O&M,N)

2.4 Special Projects/Studies

The contractor shall provide specific expertise in the areas of systems engineering, fleet maintenance, quality improvement initiatives and modernization. The contractor shall conduct studies concerning methods for improving maintenance effectiveness and realizing improved operational readiness through modernization programs/upgrades and design and performance for Undersea Defensive Warfare Systems included but not limited to the following: (RDT&E, OPN, O&M,N)

- Analysis of maintenance activity performance metrics in use for assessing fielded systems maintenance effectiveness

- Analysis of operational and technical performance of current and proposed systems and system upgrades.

- Analysis of alternative approaches to meeting Submarine Force Defensive Warfare Systems requirements. The analyses of alternatives shall include analyses of technical and operational performance and the ability of the alternatives to meet the Submarine Force requirements, total ownership cost, and schedule feasibility.

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2.5 General Support

The contractor shall provide a consolidated database for presentations. The contractor shall perform drafting and design support for word processing functions including text, charts and graphics as required to document comments, technical input, draft documentation, briefs, reports, schedules, and milestone charts. The contractor shall provide view graphs, transparencies, flip charts, video footage and other visual aids, as required. (RDT&E, OPN, O&M,N)

The contractor shall have the ability to process classified information up to the Secret level. In performing the aforementioned tasks listed in this paragraph, the contractor shall utilize computer hardware and software application programs compatible with PMS415 computer systems and compatible with NMCI software. If PMS415 hardware or software configurations change, the contractor shall ensure compatibility is maintained. (RDT&E, OPN, O&M,N)

The contractor shall be proficient in MS Office including but not limited to MS Word, MS PowerPoint, MS Excel, MS Project, MS Access: and, DSAMS, MISIL, DIFS, SPS and Adobe Acrobat Exchange. The contractor shall provide graphics support and produce but not be limited to: briefing slides, metrics charts, program schedules and organizational charts. (RDT&E, OPN, O&M,N)

The contractor shall provide capability to archive and store historical documentation for the program office. The contractor shall receive, log and track classified documents. The contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PMS415 team members. MS Outlook is required in order to communicate and coordinate meetings and schedules with PMS415. The contractor must have the capability to interface via electronic mail and provide Internet addresses for all employees supporting this task. The contractor must have the capability to interface and access NAVSEA Corporate applications including e-Tasker, LIVELINK, and web-based SSTD Distributive Engineering Center (DEC). (RDT&E, OPN, O&M,N)

The contractor shall provide on-site (within a 10-15 minute walk to the Washington Navy Yard) conference rooms and associated facilities for holding government sponsored meetings, teleconferencing (minimum 3-way), video conferencing (3-way), electronic projection and briefings for government sponsored meetings. The contractor shall provide Classified (up to SECRET level) and Unclassified conference facilities. The contractor conference rooms should be able to handle at least 2 meetings simultaneously and one conference room shall hold a minimum of 40 people.

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PMS415 uses the NAVSEA, Standard Procurement System (SPS) and PEO(SUB) Financial Management Information System (FMIS), DEC, iPDM, LIVELINK, and MISIL applications. The contractor will be provided access to these systems. (RDT&E, OPN, O&M,N)

All key personnel that are bid on this contract must be within a 10-15 mile radius to the Washington Navy Yard. (RDT&E, OPN, O&M,N)

All data/deliverables produced under this task order are the property of the Government. (RDT&E, OPN, O&M,N)

2.5.1 Administrative Support

The contractor shall provide clerical and administrative support disciplines required for seamless operations of offices and support functions.

2.5.2 Program Management Tool Administrator

The contractor shall provide administrative and technical support in the utilization of Team Submarine automated information system tools. The contractor shall serve as the PMS415 Command Data Management System (CDMS) (iPDM), LIVELINK, and e-Tasker systems administrator as tasked by PMS415. The contractor shall have the capability to interface and access iPDM, e-Tasker, LIVELINK, and web-based SSTD Distributive Engineering Center (DEC). (RDT&E, OPN, O&M,N)

The contractor shall be responsible for establishing accounts for PMS415, field activity, and contractor staff. The contractor shall establish account access and permissions as approved by PMS415. The contractor shall work directly with Team Submarine IT staff and support contractors to support the use of these automated tools. (RDT&E, OPN, O&M,N)

2.6 FMS Technical and Management Support

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The Contractor shall assist in the scheduling and participate in monthly reviews.

The Contractor shall conduct studies to identify integration and alternatives system/component, FMS Administrative Budget drills, POM submits and life cycle cost requirements. (FY09 FMS Admin Funds)

The Contractor shall assist in monitoring production contracts in the areas of work and cost schedules, milestones, case closure, checklist and deliveries for FMS cases.

The Contractor shall assist with resolving issues associated with technical and logistics issues associated with current and future Naval capabilities concerning FMS cases.

The Contractor shall assist in updating and maintaining spend plans accounts and files for FMS Cases and assist in preparing, updating briefs and draft correspondence for program reviews, audits and other planning meetings. The Contractor shall identify and resolve problem disbursements and perform resolution tracking reconciliation. The Contractor shall perform accounting and financial data management functions concerning FMS cases. The contractor shall prepare Pre-LOR, ROM estimates, and case development for new Price and Availability (P&A) or Letter of Obligational Authority (LOAs) requests. The Contractor shall collect and collate cost/schedule data.

The Contractor shall draft preliminary SOWs, develop case modifications and amendments, and assist with financial analysis and case notes.

The Contractor shall maintain FMS contract files including contract funding, modifications, technical instructions, and options.

The Contractor shall provide FMS technical input and recommendations during the production, fielding, and life cycle support management of FMS programs.

The Contractor shall review and provide technical assessments of contractor and Government generated Engineering Change Proposals (ECPs) for FMS.

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The Contractor shall assist PMS415 in evaluating hardware contractor proposed costs for FMS production and equipment support.

The Contractor shall assist PMS415 in FMS financial planning, execution, and requirements analysis.

The Contractor shall assist PMS415 with the preparation of FMS responses to financial inquiries.

2.7 International Support:

The Contractor shall provide FMS technical, Management, and Liaison support for International Program Actions and Foreign Military Cases.

The Contractor shall research, and prepare technical, cost, schedule, and programmatic data to be exchanged with other nations under the provisions of MOUs, Project Agreements, Information Exchange Agreements (IEAs) and Data Exchange Agreements (DEAs). Participate in MOU, PA, IEA and DEA meetings, making advance preparations, recording minutes, and tracking action items.

2. The Contractor shall assist in reviewing Price and Availability (P&A) data, Letter of Obligational Authority (LOA) and responses to existing FMS case technical inquiries.

3. The Contractor shall assist in supporting Summary Statement of Intent (SSOI), Technology Transfer and Security Assistance Review Board (TTSRAB), Project Agreements, MOU, and provide support to Assistant Technical Project Officer (ATPO) concerning international affairs. The contractor shall continually evaluate requirements with the guidance set forth in the applicable Technology Transfer Security Assistance and Review Board (TTSARB) document to ensure compliance. The contractor shall deliver TTSARB evaluation results and adjudicated comment packages

4. The Contractor shall provide liaison support between program office, NAVSEA Desk Officers

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and Navy International Project Office (NIPO) and participate in Mini Monthly Reviews (MMR).

5. The Contractor shall conduct studies for security assistance projects in areas involving the identification of integration and alternative system and component requirements.

6. The Contractor shall assist in monitoring production contracts in the areas of schedules, milestones, and deliveries for FMS cases.

7. The Contractor shall assist in review of ILS documentation, documentation deliverables, and FMS requirements.

8. The Contractor shall assist with resolving technical, logistics, and engineering problems concerning FMS cases.

9. The Contractor shall provide support to update and maintain spend plans for FMS Cases.

10. The Contractor shall provide support for program reviews, briefings, audits, NATO meetings and other meetings concerning FMS cases and Joint SSTD programs.

3.0 GOVERNMENT FURNISHED PROPERTY / INFORMATION

Source Government Furnished Property/Information will be provided by PMS415 as input data for requested support and evaluations. (RDT&E, OPN, O&M,N)

4.0 TRAVEL

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Long distance travel is required in the performance of this task. Travel on short notice may be required to support emergent issues/meetings. Location and number of trips may change upon the needs of the Government. Verbal authorization from Task Order Manager (TOM) is required prior to long distance travel. All travel required in the performance of these tasks will be in accordance with the JOINT TRAVEL REGULATIONS in effect at time of travel. Federal Government Per Diem Rates will also apply to the contractor while on travel in performance of this Order. (RDT&E, OPN, O&M,N)

Points of travel:

- a. Prime vendor and subcontractor facilities.
- b. Other contractor facilities.
- c. Navy field activities, laboratories, and other facilities.
- d. Ministries of Defense for FMS customer countries.

5.0 DELIVERABLES

The following Reports are applicable to this Delivery Order:

- a. Technical Report - Study Services 1. Frequency: As Required 2. How Furnished: Electronically 3. Number Hard Copies: Three 4. Sent To: To Cognizant PMS415 Personnel
- b. Government Furnished Information Deficiency Report 1. Frequency: 30 days after discovery of GFI deficiency 2. How Furnished: Electronically 3. Number Hard Copies: Three 4. Sent To: To Cognizant PMS415 Personnel
- c. Conference Minutes 1. Frequency: As Required 2. How Furnished: Electronically 3. Number Hard Copies: One for Files 4. Sent To: To Cognizant PMS 415 Personnel
- d. Master Document List 1. Frequency: As Required 2. How Furnished: Electronically 3. Number Hard Copies: One for Files 4. Sent To: To Cognizant PMS415 Personnel

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e. Conference Agenda 1. Frequency: As Required 2. How Furnished: Electronically 3. Number Hard Copies: One for each conference and meeting attendee 4. Sent To: To Cognizant PMS415 Personnel

f. Contractor's Progress Status and Management Cost Report 1. Frequency: Quarterly 2. How Furnished: Electronically 3. Number Hard Copies: Three 4. Sent To: One to the Task Order Manager (TOM) and two to PMS415

5. Remarks: Report shall provide status of each line item, identified to the individual task performed or being performed. This is to include an individual accounting for all work hours/attendant costs associated with each work item and cumulative costs incurred to date against this task order. Open action items are to be identified with corresponding status and estimated close out date. Any other status, as requested by the Government Office, related to the task order, may be requested, giving ample time for the contractor to include it in their report.

6.0 NONDISCLOSURE AGREEMENTS

The Contractor will be provided Statement of Non-disclosure of Information, Attachment 2 that shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer within fifteen working days after Task Order award or from the date of hire for new employees.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

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 28 February 2006.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Lenora Masters (PMS 415F)
(Name of Individual Sponsor)

NAVSEA - PMS 415
(Name of Requiring Activity)

Washington Navy Yard, DC
(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

<u>ITEM(s)</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
All	Destination	Government	Destination	Government

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001
52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on a attached Contract Data Requirements List(s), DD Form 1423 if required.

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 1000 AND 4000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
----------------	-------------	-----------

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

1000	3/11/2009 - 4/13/2010
1001	3/11/2009 - 11/30/2010
3000	3/11/2009 - 4/13/2010
4000	4/14/2010 - 4/13/2011
4001	4/14/2010 - 4/13/2011
4100	3/31/2011 - 9/30/2011
4101	3/11/2011 - 3/10/2012
6000	4/14/2010 - 4/13/2011
6001	4/14/2010 - 4/13/2011
6100	3/31/2011 - 3/30/2012

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

3001	3/11/2009 - 3/10/2010
------	-----------------------

The periods of performance for the Award Term Items are as follows:

4200	3/11/2012 - 3/10/2013
4201	3/11/2012 - 3/10/2013
4300	3/11/2013 - 3/10/2014
4301	3/11/2013 - 3/10/2014
6101	3/11/2011 - 3/10/2012
6200	3/11/2012 - 3/10/2013
6201	3/11/2012 - 3/10/2013

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6300

3/11/2013 - 3/10/2014

6301

3/11/2013 - 3/10/2014

**For the above listed Award Term Items, the periods of performance are from date of award of the Award Term through 12 months thereafter.*

Note: The POP for SLIn 4101 01 ends 9/30/2011

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

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

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

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

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

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

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA722</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
lenora.masters@navy.mil
susan.przybilla@navy.mil

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Lindsay Buchman, SEA 02653
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2104
e-mail: lindsay.buchman@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Stacy McQuage, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2246
e-mail: stacy.m.mcquage@navy.mil
**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)

Susan Przybilla, PMS 415F
Naval Sea Systems Command
1333 Isaac Hull Avenue SE
Washington, DC 20376-2010
susan.przybilla@navy.mil
(202) 781-1472

**Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

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The Government reserves the right to unilaterally change the points of contact at anytime.

TYPE OF ORDER

This Task Order is a Cost-Plus-Fixed-Fee (CPFF) type with one option and three Award Terms. The contractor shall devote the specified level of effort for time period(s) stated in Sections F and H, as applicable. If contractor performance is considered satisfactory by the Government, the fee(s) is payable at the expiration of the agreed-upon period(s) and upon contractor certification that the level of effort specified in this Task Order has been expended in performing the work.

Accounting Data		
SLINID	PR Number	Amount
100001	N0002408NR55275	700000.00
LLA :		
AA See Attached FAD		
100002	N0002408NR55275	200000.00
LLA :		
AB See Attached FAD		
300001	N0002408NR55275	50000.00
LLA :		
AC See Attached FAD		
BASE Funding 950000.00		
Cumulative Funding 950000.00		
MOD 01		
100001	N0002409mr31714	899829.00
LLA :		
AA 17 9 1319 H4NZ 251 SA SUB 0 068342 2D 980510 F0225 000 0010		
100003	N0002409MR31714	150000.00
LLA :		
AD 1791810H2WL251SASUB00683422D000000WL9000000000		
100004	N0002409MR31714	83060.00
LLA :		
AE 1791810H2WM251SASUB00683422D000000WM9000000000		
100005	N0002409MR31714	90000.00
LLA :		
AF 17 9 1319 H4RJ 251 SA S73 0 068342 2D 000000 F2033 000 0010		
100006	N0002409MR31714	16111.00
LLA :		
AG 97-11X8242 PPJ4 251 XM S16 0 068342 2D 000000 FMSAD 425 25CS		
100101	N0002409MR31714	60000.00
LLA :		
AA 1791319H4NZ251SASUB00683422D980510F02250000010		
100102	N0002409MR31714	300000.00
LLA :		
AB 1791319H7FN251SASUB00683422D980510F12650000010		
MOD 01 Funding 1599000.00		
Cumulative Funding 2549000.00		

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LLA :
AP 17 0 1319 H4RJ 251 SA S73 0 068342 2D 980510 F2033 000 0010

600001 50000.00

LLA :
AK 17 0 1319 H7FN 252 SA SUB 0 068342 2D 980510 F1265 000 0010

600101 15000.00

LLA :
AK 17 0 1319 H7FN 252 SA SUB 0 068342 2D 980510 F1265 000 0010

MOD 07 Funding 2994110.00
Cumulative Funding 6391615.00

MOD 08 Funding 0.00
Cumulative Funding 6391615.00

MOD 09

400007 N0002410MR55684 5006.00

LLA :
AL 97-11X8242 2886 252 74 862 0 065916 2D PCN044 9278S 580 0LGD
CN-P-LGD Requisition No: PCN0449278S580

400008 N0002410-MR-55684 10000.00

LLA :
AM 97-11X8242 2815 252 74 152 0 065916 2D PSPF44 9278S 810 0LGB
SP-P-LGB Requisition No. PSPF449278S810

400104 N0002410MR55684 100000.00

LLA :
AY 1791507 H3D1 251 SA SUB 0 068342 2D 000000 D1001 000 0000

MOD 09 Funding 115006.00
Cumulative Funding 6506621.00

MOD 10 Funding 0.00
Cumulative Funding 6506621.00

MOD 11

400104 N0002410MR55684 194772.00

LLA :
AY 1791507 H3D1 251 SA SUB 0 068342 2D 000000 D1001 000 0000

400105 N0002411MR55143.00 520000.00

LLA :
BA 17 1 1319 H4NZ 251 SA SUB 0 068342 2D 980510 F0225 000 0010
Standard Number: N0002411AF1H4NZ

600102 N0002411MR55143.00 15000.00

LLA :
BB 17 1 1319 H4NZ 252 SA SUB 0 068342 2D 980510 F0225 000 0010
Standard Number: N0002411AF1H4NZ

600103 N0002411MR55143.00 5228.00

LLA :
AZ 17 9 1507 H3D1 252 SA SUB 0 068342 2D 000000 D1001 000 0000
Standard Number: N0002409AF4H3D1

MOD 11 Funding 735000.00
Cumulative Funding 7241621.00

MOD 12

410001 N0002411MR55229.00 1688000.00

LLA :
BA 17 1 1319 H4NZ 251 SA SUB 0 068342 2D 980510 F0225 000 0010
Standard Number: N0002411AF1H4NZ

410002 N0002411MR55229.00 40000.00

LLA :
BD 17 1 1319 H7FN 251 SA SUB 0 068342 2D 980510 F1265 000 0010

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Standard Number: N0002411AF1H7FN

410003 N0002411MR55229.00 225000.00
 LLA :
 BE 17 1 1810 H2WM 251 SA SUB 0 068342 2D 000000 WM900 000 0000
 Standard Number: N0002411AF3H2WM

410004 N0002411MR55229.00 105100.00
 LLA :
 BF 17 1 1804 8D4D 251 SA SUB 0 068342 2D 000000 14DK1 000 0K10
 Standard Number: N0002411RA08D4D

410006 N0002411MR55229.00 154524.00
 LLA :
 BG 97- 11 X 8242 PPL4 251 SA S16 0 068342 2D 000000 FMSAD 425 0000
 Standard Number: N0002411AFFMSAD

610001 N0002411MR55229.00 50000.00
 LLA :
 BB 17 1 1319 H4NZ 252 SA SUB 0 068342 2D 980510 F0225 000 0010
 Standard Number: N0002411AF1H4NZ

MOD 12 Funding 2262624.00
 Cumulative Funding 9504245.00

MOD 13

400009 1300212341 130000.00
 LLA :
 BH 1711804 8D4D 251 SB415 0 050120 2D 000000 A00000795674

410007 1300212341 23400.00
 LLA :
 BH 1711804 8D4D 251 SB415 0 050120 2D 000000 A00000795674

600104 1300212341 1500.00
 LLA :
 BJ 1711804 8D4D 252 SB415 0 050120 2D 000000 A00000795674

MOD 13 Funding 154900.00
 Cumulative Funding 9659145.00

MOD 14

410008 N0002411MR55614 247139.00
 LLA :
 AJ 17 0 1319 H4NZ 251 SA SUB 0 068342 2D 980510 F0225 000 0010

410009 N0002411MR55614 576.00
 LLA :
 BK 17 0 1319 H4NZ 251 SA SUB 0 068342 2D 980510 10096 000 CON0

MOD 14 Funding 247715.00
 Cumulative Funding 9906860.00

MOD 15

410101 34479.00
 LLA :
 BL 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000
 A00000838743

MOD 15 Funding 34479.00
 Cumulative Funding 9941339.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (*Applicable to CLINs 1000 and 3000, Option CLINs (if exercised) 1001, 3001, 4000, 4001, 4101, 4201, 4301 and 6000, 6001, 6101, 6201, 6301 and Award Term CLINs (if awarded) 4100, 4200, 4300, 6100, 6200 and 6300.*)

(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	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4101	33,630.38	848.62	0.00	34,479.00	468.50	03/11/2011 - 03/10/2012
6000	0.00	0.00	0.00	50,000.00	0.00	04/14/2010 - 04/13/2011

**Note that the amount allotted to fee is equal to the Fixed Fee specified in Section B.*

(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 1000, 1001, 3000, 4000, 4001, 4100, 6001, 6100 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).

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

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AWARD TERM CLAUSE

(a) Maximum Period of Performance

The initial Task Order period of performance, if previously extended by exercise of the option for Year 1, may be further extended through the award of up to three one-year Award Terms (years 3 through 5), as provided for in this Award Term clause. These additional “award term” periods will be awarded by the Government based on contractor performance as determined by the Government in accordance with this clause.

(b) Monitoring Performance

Contractor performance is monitored by the Government. A panel hereinafter referred to as the Award Term Review Board (ATRB) is responsible for monitoring and will make recommendations to the Term Determining Official (TDO). The ATRB and TDO may accept monitoring input from any source it chooses. The ATRB may be changed at any time at the discretion of the TDO. Notice of such change will be provided to the contractor.

The ATRB shall be composed of the following:

- PMS 415, or designee
- Task Order Manager (TOM), as defined in Section G of the Task Order
- PMS 415 appointed Task Managers
- Procuring Contracting Officer (PCO), SEA 02653 or designee
- Legal Counsel, SEA 00L designee

The ATRB reports its findings and recommendations to the TDO. The TDO makes the final decision on whether the contractor’s performance during the evaluation period is sufficient to earn the contractor an award term or to retain an already earned term.

The TDO shall be PMS 415 or his designee.

(c) Award Term Evaluation Periods

Each year of performance shall be an evaluation period. Each of the first two years shall be evaluated to determine whether the contractor earns and/or retains an award term. Years two through four will be evaluated to determine whether the contractor retains award terms already earned.

The Government reserves the right to conduct an *interim* evaluation at approximately the half-way point of each evaluation period. These interim evaluations are intended to provide the contractor with the Government’s assessment of the contractor’s performance through the first half of each award term evaluation period.

A *final* evaluation will occur on an annual basis. The final evaluation will consider all effort that has occurred during the evaluation period.

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(d) Self-Evaluation

The Contractor shall submit a self-evaluation to the PCO within fourteen (14) calendar days after the end of each evaluation period. The written self-evaluation may contain any information that may be reasonably expected to assist the ATRB in evaluating the Contractor's performance. The self-evaluation will be considered in the ATRB's evaluation of the Contractor's performance based on the evaluation factors. The self-evaluation may not exceed twenty-five (25) pages in length.

(e) Award Term Procedures

After the conclusion of an evaluation period, the Performance Monitors shall submit evaluation reports to the ATRB. If requested, Performance Monitors will provide an oral presentation of their evaluation to the ATRB. The Contractor may be invited to present information in addition to that contained in the self-evaluation to assist in the ATRB's evaluation. The criteria to be considered in the evaluation are set forth elsewhere in this Award Term clause.

A numerical score, on a scale of 0-100, will be determined for each of the evaluation criteria. The numerical weights for each evaluation criterion will be applied to the score. The weighted criteria scores will be summed to arrive at a total, weighted evaluation score. This score, along with any supporting narrative that may be prepared by the ATRB, will be provided to the TDO. The TDO will determine the final award term rating for an evaluation period. The Contracting Officer will inform the Contractor of the award term rating in a letter to the Contractor.

The contractor must receive a total evaluation rating score of 71 or higher to be eligible to earn an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have earned an additional award term year based on the period evaluated.

(f) Retention

The Contractor will be evaluated again during the year following the period that was evaluated initially for determining if an award term extension was earned. The contractor must receive a total evaluation rating score of 71 or higher to retain an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have retained the award term year previously earned.

(g) Finality of Decisions

Award Term decisions are at the sole discretion of the TDO. All decisions rendered by the TDO are final. The phrase "award term decision" refers to both the decision by the TDO as to whether the Contractor has earned an award term and the decision by the TDO as to whether the Contractor has retained an award term already earned.

(h) Fair and Reasonable Price A Necessary Condition

The Contracting Officer must determine that the price set forth in the Task Order for the services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the PCO. A decision that the price is no longer fair and

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reasonable will result in the Government voiding any award terms earned. A determination regarding whether there is a need for the same goods/services may also be made at anytime.

(i) Option Exercise A Necessary Condition

If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(j) Retention of Award Terms A Necessary Condition

If at any time the Contractor has not retained an award term already earned, any subsequent terms shall be void.

(k) Continued Funds A Necessary Condition

The PCO must make a determination that sufficient funds are available before an earned/retained award term becomes effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22) shall apply. The decision that sufficient funds are available is at the sole discretion of the PCO. Resources available to the program manager are subject to the managerial discretion of a program manager and a decision that sufficient funds are not available for this contract may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(l) Continued Requirement A Necessary Condition

The Contracting Officer must determine that a continuing need for the same services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same services may be made at any time.

(m) Failure to Retain Earned Award Terms Not a Termination

If at any time the Government does not authorize performance of a previously earned award term, the subsequent terms shall be considered void. The Contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an earned award term has not been retained is not a termination for convenience or default. A decision by the PCO that any of the necessary conditions of this clause have not been satisfied is not a termination for convenience or default. For example, if the Contractor has earned three award terms but the Government fails to exercise the Award Term for the fifth year of the contract, then the contract shall end at the completion of the period of performance for the fourth year.

(n) Contractor Right to Decline

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The contractor retains the right to decline previously earned award terms not later than nine (9) months prior to the start of an Award Term Year. The Contractor must notify the PCO in writing prior to nine (9) months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the PCO may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its rights to decline an earned award term, all subsequent award terms shall be void.

(o) Extension of the Task Order

The PCO will unilaterally modify the contract to extend the period of performance in one-year increments when each of the following conditions apply:

- an award term earned has been retained;
- the Government has a continuing requirement for the service(s) covered;
- the price established for the covered line items remains fair and reasonable;
- appropriated funds are available; and
- the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than nine (9) months before the beginning of an award term period.

(p) Evaluation Criteria

1. Evaluation Categories and Factors. Following each evaluation period, the Contractor's performance will be evaluated in the following categories, weighted as shown:

<u>EVALUATION CATEGORY</u>	<u>WGT</u>
Cost Performance	25%
Schedule Performance	25%
Technical Performance	25%
Management Performance	25%

The Government may unilaterally change any evaluation categories, weights, or factors it deems necessary. The Contractor, however, will be notified of changes prior to the beginning of an affected evaluation period. Performance issues in any evaluation category may result in an increased weight for that category in subsequent evaluation periods.

2. The following performance categories will be evaluated:

Performance Category	Evaluation Weight	Specific Areas of Interest
Cost Control/Performance	25%	Ability to control cost and avoid unnecessary cost increases. Emphasis will be placed on the contractor's ability to estimate correctly the first time and maintain initial budgets. Ability to make cost effective decisions with respect to technical

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		requirements, schedule and quality control. Early identification of cost and schedule problems. The timely and accurate submission of cost performance data.
Schedule Performance	25%	Ability to perform or adhere to the scheduled delivery dates as specified in the Task Order and Technical Instructions. Ability to make decisions with respect to schedule adjustments required by the Government without effecting cost or quality. Early identification of schedule problems to include self-correcting. Timeliness of deliverables and provided services.
Technical Performance	25%	Quality and accuracy of deliverables as well as services provided. Ability to provide services commensurate with the Tasks specified in the Task Order and Technical Instructions.
Management Performance	25%	Ability to manage contractor and subcontractor efforts efficiently and effectively with transparent performance within the team. Emphasis will be placed on the contractor's ability to staff positions with appropriate personnel who have the necessary skills and requisite technical capability and experience to effectively perform the work.
Total	100%	

3. The following grading table is to be used for this Task Order:

Adjective Rating	Range of Evaluation rating	Description
Outstanding	91-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.
Excellent	81-90	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.

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Good	71-80	Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.
Satisfactory	61-70	Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial effects on overall performance. No deficiencies in any area.
Unsatisfactory	60 and Below	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

AWARD TERM PLAN

1.0 INTRODUCTION

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO). The evaluation will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the Government and to the Contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the Award Term earned are described herein. All TDO decisions regarding the award-term score, the methodology used to calculate the score, the calculation of the score, the Contractor's entitlement to the score, and the nature and success of the evaluation of the Contractor's performance are final.

An Award Term earned and retained will be awarded to the Contractor through unilateral Task Order modification based upon the score as determined by the TDO.

2.0 ORGANIZATION

The Award Term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

3.0 RESPONSIBILITIES

a. Term Determining Official. The TDO approves the Award Term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned Award Term score for each evaluation period. The TDO appoints the ATRB Chairperson.

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b. Award Term Review Board Chairperson. The ATRB Chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB Chairperson briefs the TDO on the evaluation results including the recommended score and the Contractor's overall performance and recommends Award Term plan changes to the TDO.

c. Award Term Review Board. ATRB members review performance monitors' evaluation of the Contractor's performance, consider all information and pertinent sources, prepare interim performance reports, if any, and arrive at the Award Term score recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan.

d. ATR Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. Contracting Officer (CO). The CO is the liaison between Contractor and Government personnel. Subsequent to the TDO decision, the CO reviews the Award Term documentation, concurs with the TDO's decision, and modifies the Task Order, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Award Term Score. The Award Term score will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following Award Term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at the discretion of the Government. If it is determined that an Interim Evaluation will be conducted, it will be conducted at approximately the six-month period and the Contractor will be notified thirty (30) days before the end of the interim period if a self-evaluation will be required. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period within 45 days of conclusion of the interim evaluation period. The CO may also issue letters at any other time when deemed necessary to highlight areas of Government concern.

d. End-of-Period Evaluations. The ATRB Recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The Contractor will provide the Government a self-assessment within fourteen (14) calendar days after the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation. The Contractor self-assessment will be provided to the TDO as part of the determination package. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall score and determines whether an Award Term has been earned for the

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evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the Contractor of the evaluation results. Upon concurrence with the TDO decision, the CO issues a modification within fifteen (15) calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

It is anticipated that Award Term Evaluation Categories may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change evaluation categories prior to the start of an Award Term period.

6.0 AWARD-TERM EVALUATION CATEGORIES

a. The Award Term Evaluation Categories are weighted based upon projected emphasis over the planned contract period. The following table outlines the structure and weighted value of each evaluation criteria:

<u>Evaluation Category</u>	<u>Category Weight</u>
Cost Performance	25% of Total
Schedule Performance	25% of Total
Management Performance	25% of Total
Technical Performance	25% of Total

(1) Cost Performance

Of major importance in evaluating the Contractor's cost performance will be the Contractor's cost planning and timely, complete, and accurate reporting of costs. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance will also be considered (e.g. management approach to performance of task assigned to minimize the cost, and demonstrated ability to keep the cost of work to be performed in line with the contract estimated cost).

(2) Schedule Performance

The Government will consider whether all deliverables are submitted on time, ahead of schedule, or late. The Contractor's early identification of problem areas and accomplishments in overcoming problems to maintain schedules shall also be considered.

(3) Management Performance

The Government will consider whether the Contractor's organizational structure provides for

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highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals and whether their lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. In addition, the Government will consider whether the Contractor effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies and if applicable, whether they meet or exceed their small business subcontracting goals.

(4) Technical Performance

Of major importance in evaluating the Contractor's technical performance will be the demonstration of commitment by the Contractor to meet the requirements of the Task Order. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated in this category. In addition, the Contractor's approach to solving problem areas presented by the Government will be evaluated as a measure of competence.

b. The following evaluation ratings are descriptive of the elements that will be evaluated. Not all elements under a rating description may apply. Elements of Contractor performance may be descriptive under more than one rating and therefore the Government reserves the right to determine the most appropriate rating for the performance category based on which rating the preponderance of the elements fall under.

Cost Performance

Unsatisfactory - Failed to manage or control costs within contract and task projections. A large percentage of actual costs exceeded task estimates. Most cost documentation was inadequate and costs were difficult to track. Reporting of costs were untimely, incomplete, and inaccurate. Contractor made no efforts in cost reduction/cost avoidance.

Satisfactory - Took minimum action to manage and control costs within contract and task. Some actual costs exceeded task estimates. Some cost documentation was adequate, but costs were difficult to track. Reporting of costs were sometimes timely, complete, and accurate. Contractor made little effort in cost reduction/cost avoidance.

Good - Costs were managed and used in a cost-effective manner. Costs incurred were consistent with estimated costs and cost management guidelines. Budget and cost management practices and procedures met requirements. Most cost projections were met. Cost documentation was adequate and easy to track. Cost reporting was timely, complete and accurate. Cost made some effort in cost reduction/cost avoidance.

Excellent - Costs were managed and controlled by working with customers and program office. Almost all cost projections were met or under-run. Some gains were made in reducing task costs. Costs were tracked well enough to identify most variances. Projections were made for the use of some excess funds & efforts were undertaken to ensure these funds were used or returned to the customer. Contractor made great effort in the area of cost reduction/cost avoidance.

Outstanding - Costs were managed and controlled by working with customers and program office. All cost projections were met or under-run. Significant gains were made in reducing task

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costs. Costs were tracked well enough to identify all variances. Projections were made for the use of most excess funds and efforts were undertaken to ensure these funds were used or returned to the customer. Contractor's efforts in the area of cost reduction/cost avoidance went beyond the expectations of the Government.

Schedule Performance

Unsatisfactory - Failed to manage or control scheduled deliverables within contract and task projections. A large percentage of scheduled deliverables were late. Deliverables were often submitted in a format that was incomplete, unclear, not concise, technically inaccurate, and not easily understood. Most documentation was inadequate and schedule was difficult to track. Schedule and deliverable reporting were untimely, incomplete, and inaccurate. Any required corrections were extensive in nature and Contractor was slow to correct. The Contractor did not identify problems areas upfront, and made no efforts to overcome problems to maintain schedules.

Satisfactory - Took minimum action to manage and control scheduled deliverables within contract and task. Some actual scheduled deliverables met task estimates. Deliverables were submitted in an acceptable format but were sometimes incomplete, not concise, technically inaccurate, and not easily understood. Some documentation was adequate but schedule was difficult to track. Schedule and deliverable reporting were sometimes timely, complete, and accurate. Some corrections were extensive in nature and Contractor was usually timely in making corrections. The Contractor sometimes identified problems areas upfront and made little effort to overcome problems to maintain schedules.

Good - Schedule was managed within contract and task requirements. Deliverables were consistent with estimated schedule and deliverable guidelines. Deliverables were submitted in an acceptable format and were complete, concise, technically accurate, and easily understood. Documentation is adequate and schedule was easy to track. Corrections were minor in nature and Contractor made corrections in a timely manner. The Contractor identified problems areas upfront and made efforts to overcome problems to maintain schedules.

Excellent - Schedule was managed within contract and task requirements and deliverables were submitted on time or sometimes ahead of schedule. Deliverables sometimes exceeded requirements and were submitted in a manner that was complete, concise, technically accurate, and easily understood. Corrections were very few and minor and corrected in an expeditious manner. The Contractor was proactive in identifying problem areas upfront and made great efforts to overcome problems to maintain schedules.

Outstanding - Schedule was managed so that deliverables were consistently ahead of schedule and within contract and task requirements. Deliverables consistently exceeded requirements and were submitted in a manner that was complete, concise, and technically accurate, and easily understood. No corrections were required for deliverables. The Contractor provided early identification of problems areas and made great accomplishments in overcoming problems to maintain schedules.

Management Performance

Unsatisfactory - Contractor's organizational structure did not provide qualified personnel assigned

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duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were not defined, clearly understood, and did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor did not effectively integrate all functional area requirements into an overall team effort in order to optimize program efficiencies. Failed to provide qualified personnel for all tasks. Management was extremely slow in updating staffing after repeated feedback from customer. A large percentage of the staff was not in place when required by the task. Customer was very dissatisfied with staffing efforts. If applicable, small business subcontracting goals were not met.

Satisfactory - Contractor's organizational structure was marginally adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined and understood but did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor sometimes integrated all functional area requirements into an overall team effort in order to produce program efficiencies. Management was slow to update manning after repeated feedback from customer or as required by this Task Order and Technical Instructions. Some staff were not available when required by the task. Customer was marginally dissatisfied with staffing efforts. If applicable, Small business subcontracting goals were not totally met.

Good - Contractor's organizational structure was adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined, understood, and facilitated exchanges of information, both technical and contractual, to meet project goals. Contractor integrated all functional area requirements into an overall team effort in order to provide program efficiencies. Provided fully qualified staff in almost all cases. Management was cognizant of customer needs and provided almost all of the staffing required on assigned tasks when required by the task. Customer was reasonably satisfied with staffing efforts. If applicable, small business subcontracting goals were met.

Excellent - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies. Provided fully qualified staff in all cases. Management was cognizant of customer needs and provided 100% of the staffing required on assigned tasks when required by the task. Customer was well satisfied with staffing efforts. If applicable, small business subcontracting goals were met and sometimes exceeded.

Outstanding - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve and sometime exceed project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet and sometimes exceed project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies and exceed Government expectations. Provided fully qualified staff in all cases and exceptionally qualified staff in some cases. Personnel status was frequently reviewed to ensure customer needs were met. 100% of the staffing required on assigned tasks was provided when required by the task. Customer was extremely satisfied with staffing efforts. If applicable, small business subcontracting goals were consistently exceeded.

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Technical Performance

Unsatisfactory - Failed to meet most task/contract requirements. Work was poorly organized, unprofessional, and required much interpretation or rework. Contractor’s response to taskings was slow and work produced was consistently inaccurate. Contractor’s approach to solving problem areas presented by the Government did not demonstrate a level of competence. Customer was very dissatisfied with performance.

Satisfactory - Work was of marginal quality in some cases and required some interpretation or rework. Contractor’s response to taskings was sometimes slow and work produced is sometimes inaccurate. Contractor’s approach to solving problem areas presented by the Government demonstrated a minimum-level of competence. Customer was marginally satisfied with performance.

Good - Majority of work was adequate and required little rework. Contractor’s response to taskings was timely. Contractor’s approach to solving problem areas presented by the Government demonstrated competence. Customer was reasonably satisfied with overall performance.

Excellent - Support to customer was very good, well coordinated, and ensured task accomplishment. Employees put forth an extra effort to accomplish tasks. Contractor’s response to taskings was prompt and work produced was accurate and highly proficient. The Contractor demonstrated instances of being proactive by anticipating Government needs and providing effective solutions. Contractor’s approach to solving problem areas presented by the Government demonstrated a high-level of competence. Customer was very satisfied with performance.

Outstanding - Met all task/contract requirements (100%). Support to customer was excellent, well coordinated, and all task goals were met. Employees displayed exceptional knowledge and put forth a commendable effort to accomplish tasks. Contractor’s response to taskings was consistently prompt and work produced was consistently impressive. Contractor’s approach to solving problem areas presented by the Government demonstrated high-level of competence. The Contractor was consistently proactive in anticipating Government needs and providing effective solutions. Customer was extremely satisfied with performance.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **210,000** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **40 hours per person** per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct

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labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes

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Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, *e.g.*, where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system,

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component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 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 calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting

Officer that the technical instruction 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement Task Order resulting from this solicitation.

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

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

1001	No later than 12 months after the Task Order Award date.
3001	No later than 12 months after the Task Order Award date.
4000	No later than 24 months after the Task Order Award date.
4001	No later than 24 months after the Task Order Award date.
4100	No later than 36 months after the Task Order Award date.
4101	No later than 36 months after the Task Order Award date.

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- 4200 No later than 48 months after the Task Order Award date.
- 4201 No later than 48 months after the Task Order Award date.
- 4300 No later than 54 months after the Task Order Award date.
- 4301 No later than 54 months after the Task Order Award date.
- 6000 No later than 24 months after the Task Order Award date.
- 6001 No later than 24 months after the Task Order Award date.
- 6100 No later than 36 months after the Task Order Award date.
- 6101 No later than 36 months after the Task Order Award date.
- 6200 No later than 48 months after the Task Order Award date.
- 6201 No later than 48 months after the Task Order Award date.
- 6300 No later than 54 months after the Task Order Award date.
- 6301 No later than 54 months after the Task Order Award date.

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

Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - NonDisclosure Agreement

Attachment 3 - Award FAD

Attachment 4 - Financial Accounting Data Sheets for Mod 01

Attachment 7 - Financial Accounting Data Sheets for Mod 07

Attachment 8 - Financial Accounting Data Sheets for Mod 09

Attachment 9 - Financial Accounting Data Sheets for Mod 11

Attachment 10 - Financial Accounting Data Sheets for Mod 12