

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 24-May-2010	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD BLDG. 1, ARDEC PICATINNY NJ 07806-5000	CODE S3101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Drs Systems, Inc. 5 Sylvan Way Parsippany NJ 07054-3813	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED (SEE ITEM 11)	
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4036-0007	
CAGE CODE 1V3E4	FACILITY CODE 017395711	10B. DATED (SEE ITEM 13) 01-Feb-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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


12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement and DRS' email dated 24 May 2010
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	27-May-2010
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to incorporate a revised DD254 (Attachment J.9). 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 by [REDACTED] from [REDACTED] to [REDACTED]

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

Distribution:

MISC 10-139

FSC: AC37

Martin Hill (mhill@drs-tsi.com)

Judy Whaley (jwhaley@drs-c3a.com)

[REDACTED]
[REDACTED]
[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
1000	SSDS MK2 Program Support in accordance with Section C, Statement of Work (BASE) (TBD)		1.0 Lot	██████████	██████████	██████████	██████████
100001	Increment of Funding (TBD)						
100002	Increment of Funding (TBD)						
100003	Increment of Funding (TBD)						
100004	Increment of Funding (TBD)						
100005	Increment of Funding (TBD)						
100006	Increment of Funding (TBD)						
100007	Increment of Funding (TBD)						
100008	Increment of Funding (TBD)						
100009	Increment of Funding (TBD)						
100010	Increment of Funding (TBD)						
100011	Increment of Funding (TBD)						
100012	Increment of Funding (TBD)						
100013	Increment of Funding (TBD)						
100014	Increment of Funding - TI 001 (TBD)						
100015	Increment of Funding - TI 001 (TBD)						
100016	Increment of Funding - TI 002 (TBD)						
100017	Increment of Funding (TBD)						
100018	Increment of Funding (TBD)						

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100019 Increment of
Funding (TBD)

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1100	SSDS MK2 Program Support in accordance with Section C, Statement of Work (FMS Case #xx-x-xx)	1.0 Lot	██████████	██████████	██████████
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110001 TI 003
(FMS Case #TW-P-G
ND)

110002 TI 003
(FMS Case #TW-P-G
ND)

110003 TI 003
(FMS Case #TW-P-G
ND)

110004 TI 003
(FMS Case #TW-P-G
ND)

110005 TI 003
(FMS Case #TW-P-G
IW)

1101	SSDS MK2 Program Support in accordance with Section C, Statement of Work (TBD)	1.0 Lot	██████████	██████████	██████████
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110101 Increment of
Funding (TBD)

110102 Increment of
Funding (TBD)

110103 Increment of
Funding (TBD)

110104 Increment of
Funding (TBD)

110105 Increment of
Funding (TBD)

110106 Increment of
Funding (TBD)

110107 Increment of
Funding (TBD)

110108 Increment of
Funding (TBD)

110109 Increment of
Funding (TBD)

110110 Increment of
Funding (TBD)

110111 Increment of
Funding (TBD)

110112 Increment of

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Funding (TBD)

110113 Increment of
Funding (TBD)

110114 Increment of
Funding (TBD)

110115 Increment of
Funding (TBD)

110116 Increment of
Funding (TBD)

110118 Increment of
Funding (TBD)

110119 Increment of
Funding (TBD)

110120 Increment of
Funding (TBD)

110121 Increment of
Funding (TBD)

110122 Increment of
Funding (TBD)

110123 Increment of
Funding (TBD)

110124 Increment of
Funding (TBD)

110125 Increment of
Funding (TBD)

110126 Increment of
Funding (TBD)

1200 SSDS MK2 Program Support in accordance with Section C, Statement of Work - Technical Instruction 006 (TBD) 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

120001 TI 006 (TBD)

120002 TI 006 (TBD)

120003 TI 006 (TBD)

120004 TI 006 (TBD)

120005 TI 006 (TBD)

120006 TI 006 (RDT&E)

120007 TI 006 (RDT&E)

1300 SSDS MK2 Program Support in accordance with Section C, Statement of Work (Option 3) (TBD) 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

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130001 Incremental
Funding (TBD)

130002 Incremental
Funding (TBD)

130003 Incremental
Funding (TBD)

130004 Incremental
Funding (TBD)

130005 Incremental
Funding (TBD)

130006 Incremental
Funding (TBD)

130007 Incremental
Funding (TBD)

130008 Incremental
Funding (WCF)

130009 Incremental
Funding (SCN)

130010 Incremental
Funding (SCN)

130011 Incremental
Funding (SCN)

130012 Incremental
Funding (RDT&E)

130013 Incremental
Funding (RDT&E)

1400 SSDS MK2 Program
Support in
accordance with
Section C,
Statement of Work
(Option 4) (TBD)

1.0 Lot [REDACTED] [REDACTED] [REDACTED]

140001 Increment of
Funding (SCN)

140002 Increment of
Funding (SCN)

140003 Increment of
Funding (OPN)

140004 Increment of
Funding (SCN)

140005 Increment of
Funding (OPN)

140006 Increment of
Funding (OPN)

140007 Increment of
Funding (OPN)

140008 Increment of
Funding (OPN)

140009 Increment of
Funding (WCF)

140010 Increment of
Funding (WCF)

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- 140011 Increment of
Funding (WCF)
- 140012 Increment of
Funding (WCF)
- 140013 Increment of
Funding (OPN)
- 140014 Increment of
Funding (OPN)
- 140015 Increment of
Funding (RDT&E)
- 140016 Increment of
Funding (SCN)
- 140017 Increment of
Funding (SCN)
- 140018 Increment of
Funding (SCN)
- 140019 Increment of
Funding (RDT&E)
- 140020 Increment of
Funding (SCN)
- 140021 Increment of
Funding (OPN)
- 140022 Increment of
Funding (SCN)
- 140023 Increment of
Funding (SCN)
- 140024 Increment of
Funding (SCN)
- 140025 Increment of
Funding (SCN)
- 140026 Increment of
Funding (OPN)
- 140027 Increment of
Funding (SCN)
- 140028 Increment of
Funding (OPN)
- 140029 Increment of
Funding (OPN)
- 140030 Increment of
Funding (SCN)
- 140031 Increment of
Funding (RDT&E)
- 140032 Increment of
Funding (OPN)
- 140033 Increment of
Funding (SCN)
- 140034 Increment of
Funding (OPN)
- 140035 Increment of
Funding (SCN)


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140036 Increment of
Funding (OPN)

140037 Increment of
Funding (OPN)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	SSDS MK2 Program Support in accordance with Section C, Statement of Work (BASE) (TBD)	1.0 Lot	
300001	Increment of Funding (TBD)		
300002	Increment of Funding - TI 1 (TBD)		
300003	Increment of Funding - TI 1 (TBD)		
300004	Increment of funding - TI 4 (TBD)		
300005	Increment of Funding (TBD)		
300006	Increment of Funding - TI 7 (TBD)		
300007	Increment of Funding - TI 8 (TBD)		
300008	Increment of Funding - TI 9 (TBD)		
300009	Increment of Funding - TI 9 (TBD)		
300010	Increment of Funding - TI 9 (TBD)		
300011	Increment of Funding - TI 10 (TBD)		
300012	Increment of Funding - TI 10 (OPN)		
300013	Increment of Funding (OPN)		
300014	Increment of Funding (OPN)		
300015	Increment of Funding (RDT&E)		

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300016 Increment of
Funding (SCN)

300017 Increment of
Funding (RDT&E)

300018 Increment of
Funding (SCN)

300019 Increment of
Funding (OPN)

3100 SSDS MK2 Program 1.0 Lot [REDACTED]
Support in
accordance with
Section C,
Statement of Work
(Option 1)
(FMS Case #TW-P-G
ND)

310001 TI 003
(FMS Case #TW-P-G
ND)

310002 TI 003
(FMS Case #TW-P-G
ND)

310003 TI 003
(FMS Case #TW-P-G
ND)

3200 SSDS MK2 Program 1.0 Lot [REDACTED]
Support in
accordance with
Section C,
Statement of Work
- TI 006 (TBD)

320001 TI 006 (TBD)

320002 TI 006 (RDT&E)

6300 SSDS MK2 Program 1.0 Lot [REDACTED]
Support in
accordance with
Section C,
Statement of Work
(Option 3) (TBD)

630001 Increment of
Funding (OPN)

630002 Increment of
Funding (OPN)

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

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TYPE OF ORDER

This is a Term (LOE) order.

Items in the 1x00 series are cost plus fixed fee type

Items in the 3x00 series are cost type (no fee).

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ADDITIONAL SLINS

Additional SLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost.

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HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated total estimated amount of this order, 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 order closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the order, 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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTION / SPECIFICATION / WORK STATEMENT

1.0 BACKGROUND: Naval Sea Systems Command (NAVSEA) Combat Direction Systems Activity (CDSA), Dam Neck, Virginia provides Hardware Engineering, Integrated Logistics Support (ILS), and Systems Integration Agent (SIA) support for the Ship Self Defense System MK2 (SSDS MK2) which includes the AN/UYQ-70 family of products (Q-70). Services include: obsolescence management through the development of COTS solutions; technology development and insertion; system grooms and audits; design specification development; test and evaluation certification; operation; overhaul; restoration; maintenance; improvement and modernization; training; documentation support; fleet and shore site technical support; configuration management, depot, program management and logistics support.

2.0 SCOPE: CDSA requires contractor support services to provide program management, engineering, and technical support services relative to the engineering, installation, configuration, integration, test, maintenance, and repair support for the Ships Self Defense System MK2 and AN/UYQ-70 computers, peripherals, displays, communications and emulation equipment. Support services to be provided consist of developing and improving maintenance procedures; improving equipment performance; developing, reviewing and verifying technical documentation; providing engineering and logistics services; upgrading and improving Human Systems Interface/Human Factors Interface (HSI/HFI); obsolescence reduction; technology and COTS insertion and integration; training; logistics; depot and documentation support.

The contractor shall provide this support for CDSA efforts in support of Battle Force units, including ships, submarines, shore facilities, systems and equipment of the U.S. Navy, FMS and other DoD and civilian agencies.

3.0 APPLICABLE DOCUMENTS: The documents listed below are representative of those that may be applicable to this tasking. This list is not intended to be all-inclusive. The current edition(s) will be governing.

S9A0-AA-APN-010 General Specifications for Ships of the U.S. Navy (NAVSEA)

SL720-AA-MAN-010/FMP Fleet Modernization Program (FMP) Management and Operations Manual (NAVSEA)

9090-310C Alterations to Ships Accomplished by Alteration Installation Teams - NAVSEA Technical Specification

MIL-STD 1088 Engineering Drawing Practices

MIL-PRF-29612 Training Data Products

MIL-PRF-49506 Logistics Management Information

DOD-T-86000 NOT 1 Preparation of Test Requirements Document

DOD-STD-1701 NOT 1 Hardware Diagnostic Test System Requirements

MIL-T-47500 SUP 1 NOT 1 General Specification for Technical Data Package

MIL-T-47500/6 NOT 1 Technical Data Packages Quality Assurance Provisions

MIL-STD-973 Configuration Management

MIL-STD-2549 Configuration Management Data Interface

MIL-D-23140D Drawings, Installation Control, for Electronic Equipment

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MIL-DTL-31000A(1) Technical Data Packages

MIL-STD-1339C Fitting Out Procedures – Ships

ANSI-Z39.18-95 Scientific and Technical Reports – Elements, Organization, and Design

MIL-P-24534A NOT 1 Planned Maintenance System: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation

ACDS POFA Software Programs and Operating Procedures

AN/UYQ-70 Operational and Maintenance Documentation

4.0 REQUIREMENTS:

4.1 Performance Objectives: The following tasks shall be accomplished:

4.1.1 Program Management and Administrative Support: The Contractor shall provide program and management support to:

- a. Ensure all development, installation, integration, test, depot, and logistic milestones are met.
 - b. Attend various meetings (i.e. design and program reviews) and maintain routine liaison with the government, ship platform managers, and other government and contractor personnel as required.
 - c. Generate miscellaneous correspondence, papers, documentation, and studies for government review and distribution.
 - d. Prepare formal and informal briefs in accordance with government requirements and direction.
 - e. Generate and maintain project and program spending plans.
 - f. Develop and maintain an action item database for the SSDS MK2 program and provide a weekly status report of all active action items.
 - g. Provide financial input to CDSA for Program data calls using the approved CDSA S/W program (currently called EMIS) and NAVSEA corporate Work Assignment Website (currently called WAW).
 - h. Develop and maintain a database of GFE, detailing the Required Delivery Date (RDD) equipment receipt and deliveries. The database will also include Hardware Security Classification status.
- 4.1.2 System Engineering and Technical Support: The Contractor shall provide engineering and technical services to:
- a. Specify, develop, evaluate and test new SSDS MK2 products and features.
 - b. Develop and review hardware, software and system performance specifications.
 - c. Participate in design reviews and recommend design improvements.
 - d. Evaluate performance, reliability, maintainability, availability, quality, safety, and logistics support of the systems and equipment and recommend corrective actions.
 - e. Develop, review, and comment on proposed engineering changes, waivers, deviations, and alterations to determine impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost.

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- f. Identify and document hardware and software discrepancies with SSDS MK2 and its associated systems and recommend corrective action.
- g. Review, plan, track, acquire and install hardware and software modifications to ensure system performance and schedule requirements are met.
- h. Develop, modify, obtain and integrate systems, equipment, assemblies, and software associated with existing SSDS MK2 platforms, at shore sites and on various classes of U.S. Navy ships.
- i. Perform repairs, alignments, grooms, installations, rip-outs, overhauls, upgrades, modifications, checkouts, testing, and technical assistance during these evolutions for assemblies, units, systems, equipment, engineering changes, and alterations.
- j. Provide technical assistance for maintenance actions beyond the capability of the fleet.
- k. Provide on-site systems engineering services in support of the SSDS Land Based Test Site located at CDSA Dam Neck.
- l. Attend meetings with various agencies and personnel to ensure hardware and software requirements are identified, developed, and procured in time to provide for successful installation and testing.
- m. Provide on-site engineering investigations to evaluate reliability, maintainability, performance, availability, quality, and logistics support of systems and equipment.
- n. Provide support and coordination of the installation and evaluation of specific alterations and changes to shipboard systems and equipment, including tests and procedures to be employed.
- o. Review and develop various SSDS MK2 drawings and changes to drawings. These drawings shall include: Ships Installation Drawings (SIDs), Engineering Drawings; and Installation Control Drawings (ICDs).
- p. Develop Engineering Change Proposals (ECPs) and Field Change Bulletins (FCBs).
- q. Develop and maintain Ships Change Documents (SCDs)
- r. Analyze, develop and provide required hardware/software engineering solutions for obsolescence issues, including reverse engineering, technology refresh, and COTS integration.
- s. The contractor shall be able to provide proposed tech refresh CCA's and equipment for the purpose of test and evaluation in order to determine the viability of the item as a suitable COTS replacement.
- t. Perform diagnostic and simulation testing and evaluation of proposed COTS hardware and software solutions.
- u. Provide harvest support for replaced and obsolete hardware. Harvest services shall include: Identification of parts and materials suitable for harvest; removal of parts and material; harvested materials shall be repaired and restored to a Ready For Issue status; and develop and maintain a database of harvested materials.
- v. Declassification of storage media (hard disk drives, ROM, etc) by means of clearing, purging, and/or destruction to an acceptable level of risk with regard to currently available technical information. A database of declassified material will be developed and maintained by the Contractor.

4.1.3 Technical Documentation Support: The Contractor shall provide documentation support to:

- a. Develop, evaluate and maintain technical documentation (i.e.: drawings, specifications, test procedures, Allowance Parts Lists (APLs)) for technical accuracy, to accomplish maintenance tasks at all maintenance levels. Maintain an adequate inventory level of documentation for distribution.

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b. Develop, review, and maintain technical manuals, and other technical data including Interactive Electronic Technical Manuals (IETMs); Electronic System Operator Manuals (ESOMs); Quick Reference Guides (QRGs) and web-based information delivery systems, and propose and implement improvements. Maintain an adequate inventory level of documentation for distribution.

c. Develop, review, revise, maintain, and monitor specifications, standards, drawings, technical data, and instructions relating to support of systems and equipment and develop recommendations for specific improvements. Maintain an adequate inventory level of documentation for distribution.

4.1.4 Logistics Support: The Contractor shall provide logistics support to:

a. Analyze systems and equipment Reliability, Maintainability, Sustainability, and Availability (RMS&A).

b. Develop, review, and update maintenance concepts and tasks.

c. Develop, review and update Provisioning Technical Data (PTD)

d. Update integrated system databases.

e. Develop, and maintain a database detailing the status of all SSDS MK2 Installation and Check Out Kits (INCO's) and Maintenance Assist Modules (MAMs).

f. Review engineering changes for impact on maintenance and logistics support.

g. Provide parts provisioning and address obsolescence issues.

h. Provide support and coordination of the installation and evaluation of specific alterations and changes to shipboard systems and equipment including tests and procedures to be employed.

i. Monitor Maintenance Data System/Casualty Report (MDS/CASREP) and other data to determine proper support of systems and equipment.

j. Perform failure analysis.

k. Perform spares modeling to provide Installation Checkout, On-board Repair Parts (INCO/OBRP) and Interim Support Items List (ISIL) recommendations.

4.1.5 Installation Support: The Contractor shall provide installation support to:

a. Coordinate installation, modification or removal of specific shipboard systems and equipment with Regional Maintenance and Modernization Coordination Office (RMMCO), shipyards and ship's force.

b. Provide the necessary manpower, material, tools, and support services to perform installation, modification, and removal of specific shipboard systems and equipment.

c. Develop and submit Alteration Installation Team (AIT) Work Packages and associated documentation to RMMCO.

d. Perform necessary ship checks.

e. Review and redline installation control drawings and propose changes as required.

f. Perform in and out briefs with ship's personnel.

g. Provide reports (i.e.: progress reports, testing reports, completion report).

h. Conduct System Operational Verification Test (SOVT).

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i. Acquire and provide any ancillary hardware and software that may be required to facilitate timely completion of the installation.

4.1.6 Contractor Acquired Property and Services:

a. The Contractor is expected to acquire those materials and services necessary for the accomplishment of the above tasks. Those items acquired as bulk materials and not totally consumed in the performance of this order shall have that portion actually used for this order prorated to the cost of the bulk material.

b. Contractor acquired property and services other than those described above, shall be described (in detail, if possible – in general, if necessary) in the Contractor’s proposal for this order or in a letter requesting modification of the order.

5.0 PROGRESS REPORTS: The Contractor shall deliver progress reports and other data items as described in Exhibit “A”.

5.1 Final Report: A final report, in accordance with CDRL Item Number A001, attached, shall be delivered at the completion of the order and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

5.2 Interim Progress Report (Technical): Interim technical progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A002 attached.

5.3 Interim Progress Report (Financial): Interim financial progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A003, attached.

5.3.1 Graphs. This report includes, per the CDRL and referenced DID, graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and manhours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and manhours) will be depicted as a curve and not a straight line.

5.3.2 Cure Plan. If the curve depicting the actual expenditure (dollars and manhours) deviates from the planned burn rate by more than $\pm 5\%$, at the end of the reporting period, the Contractor shall include a Cure Plan in the report describing the process to be used to get back on track.

5.3.3 Invoice Status. A table shall be included in the financial report tabulating invoices against this order showing invoice number, date of invoice, total amount of invoice, date paid.

5.4 Conference Reports: The Contractor may, in accordance with SOW paragraph 4.1.1 and 4.1.2, above, be required to attend meetings, conferences, and working groups in support of these efforts. Conference reports shall be delivered for all meetings, conferences, and working groups attended while performing this order which had four or more persons in attendance or for those in which action responsibilities, and/or milestones were assigned regardless of the number of persons in attendance. Conference reports shall be delivered in accordance with CDRL Item Number A004, attached.

5.5 Government Owned Property Reports: Government owned property in the custody of the Contractor shall be reported periodically. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. Your attention is called to the Government Property Clause of the Contract which sets forth specific mandatory requirements related to Government property. This includes items loaned by the Government as well as that which is Contractor Acquired. The Contractor shall deliver this report in accordance with CDRL Item Number A005, attached.

a. Each item of government owned property under the contract shall be allocated to only one order. Government owned property utilized by multiple orders shall be allocated to that which paid for it, provided it, or gets the most benefit (in that order of precedence).

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b. All items in the report shall be sorted by order number (if applicable), government bar code, government plant account number, and government minor property number. This report may be combined with the same report for other orders in effect under the contract with the following stipulation: Sort first by order number.

6.0 ACCEPTANCE PLAN:

a. The Task Order Manager (TOM) has the responsibility for Government Inspection and Acceptance. The TOM, or a duly appointed representative, will perform inspection at the place of performance.

b. Criteria for Government Inspection and Acceptance will be verification of Contractor performance per the SOW.

c. The TOM will provide technical coordination and discussion, as necessary, with respect to specifications or SOW issues and monitoring the progress and quality of the Contractor's performance. The TOM is not an Administrative Contracting Officer (ACO) or Ordering Officer. The TOM does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality standards, place of performance, delivery schedule, or any other terms and conditions of the contract or this order. The TOM also may not direct the accomplishment of effort that goes beyond the scope of the contract or this order.

d. When, in the opinion of the Contractor, the TOM or any other Government official requests effort that is outside of the existing scope of the contract or this task order specifically, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a change to the contract or order or has otherwise resolved the issue.

7.0 PLACES OF PERFORMANCE: Efforts under this order shall be performed at contractor facilities and NAVSEA CDSA Dam Neck, Wallops Island, Raytheon San Diego and NAVSEA HQ facilities. Occasional, short term temporary duty may be required

8.0 SECURITY REQUIREMENTS: All personnel shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work at CDSA Dam Neck or on board U.S. Navy ships.

a. Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of NAVSEA CDSA Dam Neck via the Contracting Officer's Representative (COR), with the original copy of the request being forwarded to the activity being visited by the NAVSEA CDSA Dam Neck Security Officer.

b. Visit requests for subcontractors shall be submitted to the appropriate contractor Facility Security Officer (FSO) for certification of need to know, when applicable.

9.0 GOVERNMENT-FURNISHED MATERIAL (GFM): None. GFM required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

10.0 GOVERNMENT-FURNISHED INFORMATION (GFI): None. Items required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

11.0 GOVERNMENT-FURNISHED EQUIPMENT (GFE): None. GFE required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

12.0 GOVERNMENT FURNISHED OFFICE SPACE: Government Furnished Office Space will be provided for three (3) Contractor employees: Administrative Assistance, Integrated Logistics Specialist, and Computer Systems Analyst.

13.0 CONTRACTOR-FURNISHED EQUIPMENT (CFE): None

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13.1 TOOLS AND EQUIPMENT: Special tools and/or equipment are not required. The tools and equipment needed to complete this order are considered to be common tools and/or equipment of the trade and shall be supplied by the Contractor except for specific items listed as GFE.

Special tools and/or equipment required to complete this order and not recognized beforehand will be made available for Contractor use at NAVSEA CDSA Dam Neck or may be requested by letter from the COR and will be provided on a case basis by order modification. Special tools and/or equipment shall not be leased or purchased at Government expense without prior written request of, and approval by the Contracting Officer.

14.0 TRAVEL REQUIREMENTS: All travel under this order must be requested of, and authorized by, the TA (information copy to the COR/TOM), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order. Travel, in the performance of duties described in this statement of work is estimated as:

- a. 10 round trips for 1 person (people) for 7 days (including travel time) between Virginia Beach, Va. and Wallops Island, Va.
- b. 10 round trips for 1 person (people) for 7 days (including travel time) between Virginia Beach, Va. and Pensacola, Fl.
- c. 10 round trips for 1 person (people) for 2 days (including travel time) between Virginia Beach, Va. and Dahlgren, Va.
- d. 10 round trips for 1 person (people) for 7 days (including travel time) between Virginia Beach, Va. and Naval Station San Diego, Ca.
- e. 20 round trips for 1 person (people) for 7 days (including travel time) between Virginia Beach, Va. and the Raytheon Facility, San Diego, Ca.
- f. 60 round trips for 1 person (people) for one day (including travel time) between Virginia Beach, Va. and the Washington Navy Yard.
- g. 20 round trips for two persons (people) for three days (including travel time) between Virginia Beach, Va. and Crystal City Va.

15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL: The shipment of both Government and Contractor furnished items are required for the performance of this order. Typical items include any or all of the below: documentation; test equipment, and tools.

15.1 Packing and packaging shall be as specified in the contract. Shipments weighing less than 25 pounds shall be shipped by any expedient method including overnight air express; shipments weighing 25 pounds and greater shall be shipped surface freight. Written requests (including electronic mail) for exception will be approved by the COR/TOM on a case basis. Classified items shall be protected in accordance with the Industrial Security Manual.

15.2 All government property being received for custody by the Contractor and all government property being transferred from Contractor custody shall be documented on a DD Form 1149. Should property being received for custody not be accompanied by a DD Form 1149, the Contractor shall prepare one, obtain the necessary signatures (if possible, or annotate the circumstances), and process copies in the usual manner.

16.0 TRAINING: The Contractor is expected to provide fully trained and competent personnel to accomplish this order. No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

17.0 UMMIPS PRIORITY: Not required for this order.

18.0 SHIPBOARD TASKING

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This tasking will involve installation of software and associated training onboard ship. As such, the offeror is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through your Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard US Navy Ships must have at least a Secret Security Clearance; the contractor is responsible for briefing the ship/command upon arrival; and the contractor is responsible for debriefing the ship/command upon departure to include operational status of equipment.

No subcontractors have been authorized for this tasking.

19.0 SHIPBOARD PROTOCOL

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

All assigned personnel must possess at least a SECRET Security Clearance.

All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

Alarms -- actual or drill shall be reported and procedures appropriately adhered.

Safety-- hardhats, tag-outs, safety shoes, goggles, etc., as appropriate shall be utilized.

HAZMAT -- Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration. The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

Written documentation shall fully support adherence to established shipboard protocol.

20.0 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS

The contractor shall develop a POA&M for each work area. The signed POA&M shall be provided electronically to the TOM and Contract Specialist within twenty-one (21) calendar days after Task Order Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Task Order which affect the Level of Effort or Contract Ceilings. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

Date POA&M prepared (and revision number if applicable)

Work Area (number and title)

Contract and Task Order Number

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POA&M Period Of Performance

Contractor Interfaces/Points Of Contact (technical area):

--Task Manager (name, phone number and email)

--Others As Appropriate

Government Interfaces/POC:

--TOM(name and code)

--TA (name and code)

Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the TOM and TA)

Work Summary (a brief description of work supported within this work area)

Schedule Of Events Proposed/Planned (list title of reports to be delivered and due dates for each)

Estimated Manhours Required

Subcontractors shall be identified

Travel – total estimated cost; by destination show: number of people, number of days & number of trips

Estimate Of Cost

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

HAZARDOUS MATERIALS (JAN 1992) (NAVSUP)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD 129-1 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF APPLICABLE SHIPMENT REGULATIONS

1. Domestic A
2. Domestic Air Commercial A, B, C
3. Domestic Air Military A, F
- *4. Export Surface A, E, G
- *5. Export Air Commercial A, D, G
- *6. Export Air Military (MAC) F, G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199.
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82.
- C. Official Air Transport Restricted Articles Circular No. 6-D.
- D. International Air Transport Association Restricted Articles Regulations.
- E. International Maritime Dangerous Goods Code.
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulation indicated to the port of embarkation.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed in accordance with the attached Contract Data Requirements List (s), DD Form 1423. Attachment J.1.

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Award Fee Evaluation Plan, Attachment J.2

(b) The objective of this plan is to describe an award-fee determination process that provides NSWCCD with the control and flexibility needed to encourage and reward Contractor performance in achieving the Government's objectives in CNO Engineering and Technical Support.

ACCEPTANCE PLAN

a. The Task Order Manager (TOM) has the responsibility for Government Inspection and Acceptance. The TOM, or a duly appointed representative, will perform inspection at the place of performance or at CDSA Dam Neck, Virginia Beach, Virginia.

b. Criteria for Government Inspection and Acceptance will be verification of Contractor performance.

c. The TOM will provide technical coordination and discussion, as necessary, with respect to specifications or SOW issues and monitoring the progress and quality of the Contractor's performance. The TOM is not an Administrative Contracting Officer (ACO) or Ordering Officer. The TOM does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality standards, place of performance, delivery schedule, or any other terms and conditions of the contract or this order. The TOM also may not direct the accomplishment of effort that goes beyond the scope of the contract or this order.

d. When, in the opinion of the Contractor, the TOM requests effort that is outside of the existing scope of the contract or this task order, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a change to the contract or order or has otherwise resolved the issue.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	2/1/2007 - 1/31/2008
1100	1/29/2008 - 5/31/2010
1101	1/29/2008 - 1/28/2010
1200	6/5/2008 - 1/31/2010
1300	8/29/2008 - 1/31/2011
1400	1/17/2009 - 1/31/2012
3000	2/1/2007 - 1/31/2010
3100	2/1/2008 - 1/31/2009
3200	6/5/2008 - 1/30/2010
6300	2/5/2010 - 1/31/2011

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SECTION G CONTRACT ADMINISTRATION DATA

DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

CONTRACTING OFFICER

Name: [REDACTED]
 Address: [REDACTED]
 Naval Surface Warfare Center, Dahlgren Division
 17632 Dahlgren Road, Suite 157, Dahlgren, VA 22448-5100
 Phone: [REDACTED]
 E-mail: [REDACTED]

CONTRACT SPECIALIST

Name: [REDACTED]
 Address: [REDACTED]
 Naval Surface Warfare Center, Dahlgren Division
 17632 Dahlgren Road, Suite 157, Dahlgren, VA 22448-5100
 Phone: [REDACTED]
 E-mail: [REDACTED]

TASK ORDER MANAGER (TOM)

Name: [REDACTED]
 Address: [REDACTED]
 Naval Surface Warfare Center, Dahlgren Division
 Combat Direct Systems Activity
 1922 Regulus Road, Virginia Beach, VA 23461-2097
 Phone: [REDACTED]

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

In accordance with the task order, the allotment of funds is provided below by CLIN.

LABOR CLIN	COST	BASE FEE	AWARD FEE*	TOTAL
1000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1100	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1200	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1300	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1400	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*Please note: CLIN 1000 is CPAF. All other labor CLINs are CPFF.

FUNDING PROFILE

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In accordance with the basic contract, the funding profile is provided below. It is estimated that these incremental funds will provide for the hours of labor listed below by CLIN. The following details funding to date:

LABOR CLIN	Total Award	Previously Funded	Funding This Action	Total Dollars Funded	Balance Unfunded
1000					\$ -
1100					\$ -
1101					\$ -
1200					\$ -
1300					\$ -
1400					\$ -
TOTAL					\$ -

ODC CLIN	Total Award	Previously Funded	Funding This Action	Total Dollars Funded	Balance Unfunded
3000					\$ -
3100					\$ (0)
3200					\$ -
6300					\$ -
TOTAL					\$ -

NAVSEA 5252.216-9122 Level of Effort is revised as follows:

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in the SOW of this task order. The total level of effort for the performance of this order shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contract's proposal as having hours included in the proposed level of effort. The man-hours are listed below. (The Table below and the blank in paragraph d are to be completed by the offeror as part of their proposal)

CLIN	Total Labor Hours	Compensated	Uncompensated	Overtime
1000	15,136	14,850		1,485
1100	4,117	3,900		390
1101	14,359	13,577		1,342
1200	20,854	19,400		1,940
1300	5,790	5,264		526
1400	22,313	18,800		1,880
TOTAL	75,791	89,327		7,563

b) Listed above are both the compensated and uncompensated man-hous associated with this order.

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

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(actual or inferred) at an employee's residence or other non-work locations, 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 517 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

--(i) reduce the base (fixed) fee so the fee is proportionate to the LOE provided; 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)" (FAR52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours or direct labor specified in paragraph(a) above shall have been expended, at no increase in the fee of this contract.

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

i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

(1) the total number of man hours of direct labor expended during the applicable period;

(2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs;

(3) a breakdown of other costs incurred; and

(4) the Contractor's estimate of the total allowable cost incurred under the contract for the period.

Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun;

(5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and

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(6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(J) Deleted per Amendment 0001 of the basic contract.

(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 efforts furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

DETERMINATION AND PAYMENT OF FEE UNDER AWARD FEE CONTRACTS

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216 8) and the provision entitled FINALIZED BASE (FIXED) FEE in Section G.

(b) Award Fee

In addition to the minimum (fixed/ base) fee, the Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward contractor performance in achieving the Government's objectives. In overseeing the contractor's performance, the Government will continuously monitor the manner in which the contractor is proceeding to attain the objectives. The specifics for evaluation are set forth in Attachment J.2.

(c) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, following issuance of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice must cite the appropriate accounting classification reference number (ACRN). There will be no interim or advanced billing of award fee prior to a final determination of the FDO. Payment of award fee is not subject to withholdings.

FINALIZED BASE (FIXED) FEE

The base (fixed) fee for each period (Base, Option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated).

If 100% or more of both the compensated and uncompensated technical hours are provided, the contractor will receive the full base (fixed) fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 - The fee will be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e. if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced 20%.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

The above fee reduction process applies to all periods regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the base (fixed) fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus

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award fee.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

POST AWARD CONFERENCE

A Post Award Conference will be conducted on 5 February 2007. The conference will be held at the contractor's facility.

Accounting Data
 SLINID PR Number Amount

 100001 70175320 [REDACTED]
 LLA :
 AA 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002407WX10772 ACRN AA Applies
 Increment of Funding

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100002 70175307 [REDACTED]
 LLA :
 AB 1711711 6210 312 3HWGL 0 068342 2D 000000 23170400001B
 Standard Number: N0002404WX21078 ACRN AB Applies
 Increment of Funding

100003 70175306 [REDACTED]
 LLA :
 AC 1711711 6210 312 3HWGL 0 068342 2D 000000 23170400001B
 Standard Number: N0002405WX20106 ACRN AA Applies
 Increment of Funding

100004 70175303 [REDACTED]
 LLA :
 AD 1741711 6212 312 3HWGL 0 068342 2D 000000 20993400001A
 Standard Number: N0002404WX20789 ACRN AA Applies
 Increment of Funding

100005 70175309 [REDACTED]
 LLA :
 AE 1731711 2386 253 3XWCL 0 068342 2D 000000 23171400001E
 Standard Number: N0002404WX21177 ACRN AA Applies
 Increment of Funding

100006 70175319 [REDACTED]
 LLA :
 AF 1751810 A4UQ 312 SASWS 0 068342 2D 000000 UQ0010000000
 Standard Number: N0002406WX30247 ACRN AC Applies
 Increment of Funding

100007 70175318 [REDACTED]
 LLA :
 AG 1751810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002406WX30247 ACRN AA Applies
 Increment of Funding

100008 70175312 [REDACTED]
 LLA :
 AH 1751810 A4UQ 310 SASWS 0 068342 2D 000000 UQ0010000000
 Standard Number: N0002406WX30247 ACRN AB Applies
 Increment of Funding

3000 70175312 [REDACTED]
 LLA :
 AH 1751810 A4UQ 310 SASWS 0 068342 2D 000000 UQ0010000000
 Standard Number: N00024WX30247 ACRN AB Applies
 Fully Fund CLIN 3000

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

100009 70444862 [REDACTED]
 LLA :
 AJ 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002407WX30100 ACRN AC Applies
 Increment of Funds

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

100009 70724385 [REDACTED]
 LLA :
 AJ 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002407WX30100 ACRN AC APPLIES
 Increment of Funding

100010 70713973 [REDACTED]
 LLA :
 AK 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002407WX30100 ACRN AC APPLIES

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Increment of Funding

100011 70713968 [REDACTED]
 LLA :
 AL 1761810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002406WX30208
 Increment of Funding

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

100012 71203103 [REDACTED]
 LLA :
 AM 1771810 82M8 253 SAS06 0 068342 2D 000000 M81000000000
 Standard Number: N0002407WX30346 ACRN AA APPLIES
 Increment of Funding

100013 71203109 [REDACTED]
 LLA :
 AN 97X4930 NH1K 000 77777 063394 2F 000000 D3L7S311NSTL
 Standard Number: N6339407WX00521
 Increment of Funding

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

100014 72121201 [REDACTED]
 LLA :
 AP 1761810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
 Standard Number: N0002407WX30128 ACRN AA Applies
 Increment of Funding - TI 001

100015 72121200 [REDACTED]
 LLA :
 AQ 1751810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
 Standard Number: N0002407WX30878 ACRN AA Applies
 Increment of Funding - TI 001

300002 72121201 [REDACTED]
 LLA :
 AP 1761810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
 Standard Number: N0002407WX30128 ACRN AA Applies
 Increment of Funding - TI 001

300003 72121200 [REDACTED]
 LLA :
 AQ 1751810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
 Standard Number: N0002407WX30878 ACRN AA Applies
 Increment of Funding - TI 001

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

100016 72564872 [REDACTED]
 LLA :
 AR 97X4930.NH1E 000 77777 0 000178 2F 000000 47CFM0ZCONTR
 TI 002

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

100017 73051276 [REDACTED]
 LLA :
 AS 97X4930.NH1E 000 77777 0 000178 2F 000000 47XBT0ZDRSLB
 TI #2

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MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

100018 73388553 [REDACTED]
LLA :
AT 1771811 6218 253 3HWGL 0 068342 2D 000000 20993400001A
Standard Number: N0002408WX20103 ACRN AA APPLIES
Increment of Funds

100019 73388556 [REDACTED]
LLA :
AC 1711711 6210 312 3HWGL 0 068342 2D 000000 23170400001B
Standard Number: N0002405WX20106 ACRN AA APPLIES
Increment of Funds

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

110001 80096262 [REDACTED]
LLA :
AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
Standard Number: N0002407W51217 ACRN AA APPLIES
TI 003

310001 80096262 [REDACTED]
LLA :
AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
Standard Number: N0002407WX51217
TI 003

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

110101 80388596 [REDACTED]
LLA :
AV 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002408WX10102 ACRN AA APPLIES
Increment of Funds

110102 80388593 [REDACTED]
LLA :
AV 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002408WX10102 ACRN AA APPLIES
Increment of Funds

110103 80388589 [REDACTED]
LLA :
AV 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002408WX10102 ACRN AA APPLIES
Increment of Funds

110104 80388588 [REDACTED]
LLA :
AL 1761810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002406WX30208 ACRN AA APPLIES
Increment of Funds

110105 80388586 [REDACTED]
LLA :
AW 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002408WX30182 ACRN AA APPLIES
Increment of Funds

110106 80388584 [REDACTED]
LLA :
AX 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002408WX30106 ACRN AC APPLIES

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Increment of Funds

110107 80388583 [REDACTED]
 LLA :
 AJ 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002407WX30100 ACRN AC APPLIES
 Increment of Funds

110108 80388580 [REDACTED]
 LLA :
 AW 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002408WX30182 ACRN AA APPLIES
 Increment of Funds

110109 80388578 [REDACTED]
 LLA :
 AY 1751811 1317 253 3XWTL 0 068342 2D 000000 3015A400001D
 Standard Number: N0002407WX20771 ACRN AA APPLIES
 Increment of Funds

110110 80388566 [REDACTED]
 LLA :
 AZ 1741711 1317 253 3XWTL 0 068342 2D 000000 3014A400002D
 Standard Number: N0002405WX21030 ACRN AB APPLIES
 Increment of Funds

110111 80441290 [REDACTED]
 LLA :
 BA 1771810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
 Standard Number: N0002407WX30105 ACRN AA APPLIES
 Increment of Funds

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12

110112 80535021 [REDACTED]
 LLA :
 BB 97X4930.NH1E 000 77777 0 000178 2F 000000 21WCV0878NAV
 TI 004

300004 80535021 [REDACTED]
 LLA :
 BB 97X4930.NH1E 000 77777 0 000178 2F 000000 21WCV0878NAV
 TI 004

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

110002 81058321 [REDACTED]
 LLA :
 BC 97X4930.NH1E 000 77777 0 000178 2F 000000 41F090721K02
 TI 003 - FMS CASE TW-P-GND

310002 81058321 [REDACTED]
 LLA :
 BC 97X4930.NH1E 000 77777 0 000178 2F 000000 41F090721K02
 TI 003 - FMS TW-P-GND

MOD 13 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

120001 81561201 [REDACTED]
 LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006

120002 81561202 [REDACTED]

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LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006

120003 81561203 [REDACTED]
 LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006

120004 81561204 [REDACTED]
 LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006

120005 81561163 [REDACTED]
 LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006

320001 81561204 [REDACTED]
 LLA :
 BD 1781319 A5XB 255 SASWS 0 068342 2D 465510 9C12A000CON0
 Standard Number: N0002408WX10174 ACRN AA APPLIES
 TI 006 ODC

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 15

110113 81844521 [REDACTED]
 LLA :
 AW 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002408WX30182 ACRN AA APPLIES
 Labor Funding

110114 81844563 [REDACTED]
 LLA :
 BE 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0030000000
 Standard Number: N0001408WX30106 ACRN AA APPLIES
 Labor Funding

110115 81844541 [REDACTED]
 LLA :
 AX 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002408WX30106 ACRN AC APPLEIS
 Labor Funding

110116 81844561 [REDACTED]
 LLA :
 BF 1761810 A2LU 253 SASWS 0 068342 2D 000000 LUCA 20000000
 Standard Number: N0002406WX30955 ACRN AB APPLIES
 Labor Funding

110118 81750729 [REDACTED]
 LLA :
 BB 97X4930.NH1E 000 77777 0 000178 2F 000000 21WCV0878NAV
 Labor Funding TI 004

110119 81844566 [REDACTED]
 LLA :
 AV 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002408WX10102 ACRN AA APPLIES
 Labor Funding

300005 81844544 [REDACTED]
 LLA :
 BG 1771810 A2LU 253 SASWS 0 068342 2D 000000 LUCA20000000
 Standard Number: N0002408WX30243 ACRN AA APPLIES
 Increment of Funding

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MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

100015 72121200 [REDACTED]
LLA :
AQ 1751810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
Standard Number: N0002407WX30878 ACRN AA Applies
Increment of Funding - TI 001

110003 82353226 [REDACTED]
LLA :
AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
Standard Number: N0002407WX51217 ACRN AA APPLIES
TI 003

110004 82353222 [REDACTED]
LLA :
AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
Standard Number: N0002407WX51217 ACRN AA APPLIES
TI 003

110120 82245311 [REDACTED]
LLA :
BG 1771810 A2LU 253 SASWS 0 068342 2D 000000 LUCA20000000
Standard Number: N0002408WX30243 ACRN AA APPLIES
Increment of Funds

110121 82245305 [REDACTED]
LLA :
BH 1781810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
Standard Number: N0002408WX30108 ACRN AA APPLIES
Increment of Funding

110122 82245308 [REDACTED]
LLA :
BA 1771810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
Standard Number: N0002407WX30105 ACRN AA APPLIES
Increment of Funding

110123 82245292 [REDACTED]
LLA :
BJ 97X4930 NH1K 000 77777 063394 2F 000000 QM68S31Q7068
Standard Number: N6339408WX00801 ACRN AA APPLIES
TI 007

110124 82245296 [REDACTED]
LLA :
AX 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002408WX30106 ACRN AC APPLIES
TI 008

110125 82353264 [REDACTED]
LLA :
BK 1781811 1317 310 3HWTY 0 068342 2D 000000 23181400001A
Standard Number: N0002408WX21245 ACRN AA APPLIES
TI 009

110126 82353244 [REDACTED]
LLA :
BL 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001A
Standard Number: N0002408WX21223 ACRN AA APPLIES
TI 009

130001 82353267 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
TI 009

130002 82353266 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
TI 009

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130003 82353261 [REDACTED]
 LLA :
 BK 1781811 1317 310 3HWTY 0 068342 2D 000000 23181400001A
 Standard Number: N0002408WX21245 ACRN AA APPLIES
 TI 009

130004 82353241 [REDACTED]
 LLA :
 BL 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001A
 Standard Number: N0002408WX21223 ACRN AA APPLIES
 TI 009

300003 72121200 [REDACTED]
 LLA :
 AQ 1751810 A2LU 253 SASWS 0 068342 2D 000000 LUCA10000000
 Standard Number: N0002407WX30878 ACRN AA Applies
 Increment of Funding - TI 001

300006 82245292 [REDACTED]
 LLA :
 BJ 97X4930 NH1K 000 77777 063394 2F 000000 QM68S31Q7068
 Standard Number: N6339408WX00801 ACRN AA APPLIES
 TI 007

300007 82245296 [REDACTED]
 LLA :
 AX 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002408WX30106 ACRN AC APPLIES
 TI 008

300008 82353266 [REDACTED]
 LLA :
 BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
 Standard Number: N0002408WX20426 ACRN AA APPLIES
 TI 009

300009 82353261 [REDACTED]
 LLA :
 BK 1781811 1317 310 3HWTY 0 068342 2D 000000 23181400001A
 Standard Number: N0002408WX21245 ACRN AA APPLIES
 TI 009

300010 82353241 [REDACTED]
 LLA :
 BL 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001A
 Standard Number: N0002408WX21223 ACRN AA APPLIES
 TI 009

MOD 16 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 17

110004 82353222 [REDACTED]
 LLA :
 AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
 Standard Number: N0002407WX51217 ACRN AA APPLIES
 TI 003

130005 82883869 [REDACTED]
 LLA :
 AR 97X4930.NH1E 000 77777 0 000178 2F 000000 47CFM0ZCONTR
 TI 002

130006 82883871 [REDACTED]
 LLA :
 AS 97X4930.NH1E 000 77777 0 000178 2F 000000 47XBT0ZDRSLB
 TI 002

310003 82353222 [REDACTED]
 LLA :
 AU 97 11X8242 8QTA 253 3L380 0 068342 2D OSX201 A4434ESS101Z
 Standard Number: N0002407WX51217 ACRN AA APPLIES
 TI 003

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MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18

130007 83098370 [REDACTED]
LLA :
BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002409WX30236 ACR AC APPLIES
TI 010

300011 83098370 [REDACTED]
LLA :
BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002409WX30236 ACR AC
TI 010

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

120006 83374966 [REDACTED]
LLA :
BP 1791319 A5XB 253 SASWS 0 068342 2D 465510 K14470000010
Standard Number: N0002409WX11009 ACRN AA APPLIES
TI 006

120007 83374981 [REDACTED]
LLA :
BP 1791319 A5XB 253 SASWS 0 068342 2D 465510 K14470000010
Standard Number: N0002409WX11009 ACR AA APPLIES
TI 006

130008 83181062 [REDACTED]
LLA :
AR 97X4930.NH1E 000 77777 0 000178 2F 000000 47CFM0ZCONTR
TI 002

320002 83374981 [REDACTED]
LLA :
BP 1791319 A5XB 253 SASWS 0 068342 2D 465510 K14470000010
Standard Number: N0002409WX11009 ACR AA APPLIES
TI 006

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20

130009 90084297 [REDACTED]
LLA :
BS 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001D
Standard Number: N0002408WX21223 ACRN AD APPLIES
General Task

130010 90083939 [REDACTED]
LLA :
BL 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001A
Standard Number: N0002408WX21223 ACRN AA APPLIES
General Task

130011 90083988 [REDACTED]
LLA :
BL 1761811 1317 253 3XWTL 0 068342 2D 000000 23180400001A
Standard Number: N0002408WX21223 ACRN AA APPLIES
General Task

130012 90084304 [REDACTED]
LLA :
BQ 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002409WX10168 ACRN AA APPLIES
General Task

130013 90083992 [REDACTED]

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LLA :
 BQ 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002409WX10168 ACRN AA APPLIES
 General Task

140001 90083986 [REDACTED]
 LLA :
 BR 1771811 1388 253 3XWCL 0 068342 2D 000000 2010400001E
 Standard Number: N0002408WX21010 ACRN AD APPLIES
 General Task

140002 90083990 [REDACTED]
 LLA :
 BT 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001A
 Standard Number: N0002408WX21010 ACRN AA APPLIES
 General Task

140003 90084291 [REDACTED]
 LLA :
 BU 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0030000000
 Standard Number: N0002409WX30147 ACRN AB APPLIES
 General Task

140004 90084301 [REDACTED]
 LLA :
 BV 1781811 1317 310 3HWT7 0 068342 2D 000000 23181400001D
 Standard Number: N0002408WX21245 ACRN AB APPLIES
 General Task

140005 90083984 [REDACTED]
 LLA :
 BW 1771810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
 Standard Number: N0002409WX30238 ACRN AA APPLIES
 General Task

140006 90084294 [REDACTED]
 LLA :
 BX 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0030000000
 Standard Number: N0002409WX30236 ACRN AA APPLIES
 General Task

140007 90084306 [REDACTED]
 LLA :
 BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30236 ACRN AC APPLIES
 General Task

140008 90083993 [REDACTED]
 LLA :
 BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30236 ACRN AC APPLIES
 TI 010

300012 90083993 [REDACTED]
 LLA :
 BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30236 ACRN AC APPLIES
 TI 010

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

140009 90331806 [REDACTED]
 LLA :
 AS 97X4930.NH1E 000 77777 0 000178 2F 000000 47XBT0ZDRSLB
 TI 002

140010 90331803 [REDACTED]
 LLA :
 AR 97X4930.NH1E 000 77777 0 000178 2F 000000 47CFM0ZCONTR
 TI 002

140011 90331664 [REDACTED]
 LLA :

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BY 97X4930 NH1E 000 77777 0 000178 2F 000000 47XBT0ZDRSLB
TI 002

140012 90331662 [REDACTED]
LLA :
AR 97X4930.NH1E 000 77777 0 000178 2F 000000 47CFM0ZCONTR
TI 002

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22

140013 90690624 [REDACTED]
LLA :
BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002409WX30236 ACRN AC APPLIES
Increment of Funding

140014 90690623 [REDACTED]
LLA :
BZ 1771810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002409WX30237 ACRN AA APPLIES
Increment of Funding

140015 90618323 [REDACTED]
LLA :
CA 97X4930.NH1E 000 77777 0 000178 2F 000000 21WCV0978NAV
Increment of Funding - TI 004

140016 90690627 [REDACTED]
LLA :
CB 1761811 1317 310 3XWTL 0 068342 2D 000000 23180400001A
Standard Number: N0002409WX20190 ACRN AA APPLIES
Increment of Funding - TI 010

140017 90690626 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
Increment of Funding - TI 010

140018 90690621 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
Increment of Funding - TI 008

300013 90690624 [REDACTED]
LLA :
BN 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
Standard Number: N0002409WX30236 ACRN AC APPLIES
Increment of Funding

300014 90618323 [REDACTED]
LLA :
CA 97X4930.NH1E 000 77777 0 000178 2F 000000 21WCV0978NAV
Increment of Funding - TI 004

300015 90690626 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
Increment of Funding - TI 010

300016 90690621 [REDACTED]
LLA :
BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
Standard Number: N0002408WX20426 ACRN AA APPLIES
Increment of Funding - TI 008

MOD 22 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 23

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140019 91598343 [REDACTED]
 LLA :
 CC 1791319 A5XZ 253 SASWS 0 068342 2D 465510 9D91A000CON0
 Standard Number: N0002409WX11747 ACRN AA APPLIES
 TI 011

300017 91598343 [REDACTED]
 LLA :
 CC 1791319 A5XZ 253 SASWS 0 068342 2D 465510 9D91A000CON0
 Standard Number: N0002409WX11747 ACRN AA APPLIES
 TI 011

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24

140020 91888481 [REDACTED]
 LLA :
 CD 1751811 1317 310 3XWTL 0 068342 2D 000000 3015A400001A
 Standard Number: N0002409WX21146 ACRN AA APPLIES
 Increment of Funding

140021 91888482 [REDACTED]
 LLA :
 CE 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30147 ACRN AC APPLIES
 Increment of Funding

140022 91888469 [REDACTED]
 LLA :
 CF 1791811 8560 253 3H312 0 068342 2D 000000 209937180010
 Standard Number: N0002409WX20165 ACRN AA APPLIES
 Increment of Funding

140023 91888483 [REDACTED]
 LLA :
 BK 1781811 1317 310 3HWTY 0 068342 2D 000000 23181400001A
 Standard Number: N0002408WX21245 ACRN AA APPLIES
 TI 010

140024 91888484 [REDACTED]
 LLA :
 BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
 Standard Number: N0002408WX20426 ACRN AA APPLIES
 TI 010

300018 91888481 [REDACTED]
 LLA :
 CD 1751811 1317 310 3XWTL 0 068342 2D 000000 3015A400001A
 Standard Number: N0002409WX21146 ACRN AA APPLIES
 Increment of Funding

300019 91888482 [REDACTED]
 LLA :
 CE 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30147 ACRN AC APPLIES
 Increment of Funding

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25

140025 92330925 [REDACTED]
 LLA :
 CG 1791811 6218 253 3HWGY 0 068342 2D 000000 21247400002C
 Standard Number: N0002409WX20168 ACRN AC APPLIES
 Increment of Funding

140026 92330923 [REDACTED]
 LLA :
 CH 1791810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
 Standard Number: N0002409WX30150 ACRN AA APPLIES

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Increment of Funding

140027 92330926 [REDACTED]
 LLA :
 BR 1771811 1388 253 3XWCL 0 068342 2D 000000 2010400001E
 Standard Number: N0002408WX21010 ACRN AD APPLIES
 Increment of Funding

140028 92330918 [REDACTED]
 LLA :
 BU 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0030000000
 Standard Number: N0002409WX30147 ACRN AB APPLIES
 Increment of Funding

140029 92330920 [REDACTED]
 LLA :
 CE 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002409WX30147 ACRN AC APPLIES
 Increment of Funding

140030 92330927 [REDACTED]
 LLA :
 BM 1771811 6212 310 3HWGL 0 068342 2D 000000 21247400001B
 Standard Number: N0002408WX20426 ACRN AA APPLIES
 Increment of Funding

140031 92371504 [REDACTED]
 LLA :
 CJ 1791319 A5XP 253 SASWS 0 068342 2D 465510 K30920000010
 Standard Number: N0002409WX11914 ACRN AA APPLIES
 Increment of Funding

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

140032 93435453 [REDACTED]
 LLA :
 CK 1791810 88JC 253 SASWS 0 068342 2D 000000 JC4UQ0000000
 Standard Number: N0002410WX30189 ACRN AA APPLIES
 Increment of Funding

140033 93558564 [REDACTED]
 LLA :
 CL 1761811 6212 310 3HWGL 0 068342 2D 000000 21247400001A
 Standard Number: N0002410WX20182 ACRN AA APPLIES
 Increment of Funding

140034 93435452 [REDACTED]
 LLA :
 CM 1781810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002410WX30192 ACRN AC APPLIES
 Increment of Funding

140035 93558565 [REDACTED]
 LLA :
 CN 1781811 1317 253 3HWTY 1 068342 2D 000000 23181400001C
 Standard Number: N0002410WX20251 ACRN AC APPLIES
 Increment of Funding - TI 009

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

110005 00111365 [REDACTED]
 LLA :
 CP 97-11X8242 8WTW 252 3L380 0 068342 2D CCXT08 A45HC425108Z
 Standard Number: N0002409RX50501 ACRN AA APPLIES
 TI 003

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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MOD 28

140036 00345626 [REDACTED]
 LLA :
 CQ 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002410WX30190 ACRN AC APPLIES
 TI 010

630001 00345626 [REDACTED]
 LLA :
 CQ 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002410WX30190 ACRN AC APPLIES
 TI 010

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 29

140037 00785575 [REDACTED]
 LLA :
 CQ 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002410WX30190 ACRN AC APPLIES
 Increment of Funding - General Support

630002 00785575 [REDACTED]
 LLA :
 CQ 1791810 A4UQ 253 SASWS 0 068342 2D 000000 UQ0050000000
 Standard Number: N0002410WX30190 ACRN AC APPLIES
 Increment of Funding - General Support

MOD 29 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 30 Funding 0.00
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Ddl-H11 CHANGES IN KEY PERSONNEL

- (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) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the order.

POST AWARD CONTRACT PERSONNEL APPROVAL

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

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. 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

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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 FULL TEXT:

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

(a) The government may extend the term of this order by unilateral modifications provided that the Government gives the contractor a preliminary notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

52.222-2 -- PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$1,091,000 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - CDRLs

Attachment J.2 - Award Fee Evaluation Plan

Attachment J.3 - Cost Summary Format

Attachment J.4 - Supporting Cost Data

Attachment J.5 - Final DD254

Attachment J.6 - Personnel Qualifications

Attachment J.7 - Revised DD254 (31 July 2008)

Attachment J.8 - Revised DD254 (27 October 2008)