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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. 11 | 3. EFFECTIVE DATE 23-Dec-2008 | 4. REQUISITION/PURCHASE REQ. NO. N00024-09-MR-30098 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 | CODE N00024 | 7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451 | CODE S1403A |



| | |
|--|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-EH01 |
| | 10B. DATED (SEE ITEM 13) 22-Dec-2006 |
| CAGE CODE 3UWB7 | FACILITY CODE 035274158 |

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 type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) 5252.232-9104 Allotment of Funds (Jan 2008) |

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) | |
| | | Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/ [Redacted Signature] | 23-Dec-2008 |
| | | (Signature of Contracting Officer) | |

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GENERAL INFORMATION

The purposes of this modification to N00178-04-D-4066-EH01-11 are to (1) partially exercise Option 1250AA and 3250AA (2) transfer ceiling from SLIN 1250AA to create and fund SLIN 1250AB, (3) transfer ceiling from SLIN 3250AA to create and fund SLIN 3250AB, (4) fully fund SLIN 1250AB and 3250AB. Accordingly, said Task Order is modified as follows:

1. Under Section I - Contract Clauses FAR 52.217-9 Option to extend the term of the Contract (MAR2000) (NAVSEA Variation) amend as follows:

The Government hereby partially exercises the option for Items 1250AA and 3250AA.

2. Transfer ceiling from SLIN 1250AA in the amount of [REDACTED] to create and fund SLIN 1250AB as follows:

| <u>SLIN</u> | <u>Est. Cost</u> | <u>Base Fee</u> | <u>Award Fee</u> | <u>CPAF</u> |
|-------------|------------------|-----------------|------------------|-------------|
| 1250AA | | | | |
| From | [REDACTED] | | | |
| By | [REDACTED] | | | |
| To | [REDACTED] | | | |

| | |
|-------------|------------|
| <u>SLIN</u> | |
| 1250AB | |
| From | [REDACTED] |
| By | [REDACTED] |
| To | [REDACTED] |

3. Transfer ceiling from SLIN 3250AA in the amount of [REDACTED] to create and fund SLIN 3250AB as follows:

| <u>SLIN</u> | <u>Est. Cost</u> |
|-------------|------------------|
| 3250AA | |
| From | [REDACTED] |
| By | [REDACTED] |
| To | [REDACTED] |

| | |
|-------------|------------|
| <u>SLIN</u> | |
| 3250AB | |
| From | [REDACTED] |
| By | [REDACTED] |
| To | [REDACTED] |

4. Under Section B- Supplies and Services, SLINs 1250AB and 3250AB are created as follows:

| <u>Item(s)</u> | <u>Supplies/Services</u> |
|----------------|--|
| 1250AB | Acquisition Logistics Support for Submarine Combat Systems (CAAS) |

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3250AB Other Direct Cost for Acquisition Logistics Support
for Submarine Combat Systems under SLIN 1250AB

5. In Section F, DELIVERIES OR PERFORMANCE, add the period of performance for newly created SLINs 1250AB and 3250AB as follows:

| <u>SLIN</u> | <u>Period of Performance</u> |
|-------------|------------------------------|
| 1250AB | 19 Dec 2008 – 13 Jul 2009 |
| 3250AB | 19 Dec 2008 – 13 Jul 2009 |

6. Under Section H - 5252.232-9104 Allotment of Funds add SLINs 1250AB and 3250AB in paragraph (c) as fully funded.

7. Update Section J - List of Attachments, to add Attachment 12, "FAD Sheet for modification 11 in the amount of [REDACTED] (O&M,N FY09)

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit | Est.Cost | Base Fee | Award Fee | CPAF |
|--------|--|---------|----------|----------|-----------|------|
| 1000 | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering | | | | | |
| 1000AA | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering (TBD) Option | 1.0 Lot | | | | |
| 1000AB | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering (CAAS) (OPN) | 1.0 Lot | | | | |
| 1000AC | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering (Non-CAAS) (OPN) | 1.0 Lot | | | | |
| 1000AD | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering (RDT&E) | 1.0 Lot | | | | |
| 1000AE | Base Year: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering (RDT&E) | 1.0 Lot | | | | |
| 1050 | Base Year: Acquisition Logistics Support for Submarine Combat Systems (CAAS) | | | | | |
| 1050AA | Base Year: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (TBD) | 1.0 Lot | | | | |

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Option

| | | | |
|--------|--|---------|------------|
| 1050AB | Base Year: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (OPN) | 1.0 Lot | [REDACTED] |
| 1050AC | Base Year: Acquisition Logistics Support for Submarine Combat Systems (NON-CAAS) (OPN) | 1.0 Lot | [REDACTED] |
| 1100 | OPTION Year 1: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering | | [REDACTED] |
| 1100AA | OPTION Year 1: NTDPS and Advanced Processing Build Engineering (TBD) Option | 1.0 Lot | [REDACTED] |
| 1100AB | OPTION Year 1: NTDPS and Advanced Processing Build Engineering (OPN) | 1.0 Lot | [REDACTED] |
| 1150 | OPTION Year 1: Acquisition Logistics Support for Submarine Combat Systems (CAAS) | | [REDACTED] |
| 1150AA | OPTION Year 1: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (TBD) Option | 1.0 Lot | [REDACTED] |
| 1150AB | OPTION Year 1: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (O&MN,N) | 1.0 Lot | [REDACTED] |
| 1200 | OPTION Year 2: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering | | [REDACTED] |
| 1200AA | OPTION Year 2: NTDPS and Advanced Processing Build Engineering (TBD) Option | 1.0 Lot | [REDACTED] |
| 1250 | OPTION Year 2: Acquisition | | [REDACTED] |

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Logistics Support
for Submarine
Combat Systems
(CAAS)

| | | | |
|--------|---|---------|------------|
| 1250AA | OPTION Year 2: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (TBD) Option | 1.0 Lot | [REDACTED] |
| 1250AB | Acquisition Logistics Support for Submarine Combat Systems (CAAS) (O&MN,N) | 1.0 Lot | [REDACTED] |

For ODC Items:

| Item | Supplies/Services | Qty | Unit Est. Cost |
|--------|---|---------|----------------|
| 3000 | | | [REDACTED] |
| 3000AA | Base Year: Other Direct Cost for NTDPS and Advanced Processing Build Engineering under SLIN 1000AA (RDT&E) | 1.0 Lot | [REDACTED] |
| 3000AB | Base Year: Other Direct Cost for NTDPS and Advanced Processing Build Engineering under SLIN 1000AB (OPN) | 1.0 Lot | [REDACTED] |
| 3000AC | Base Year: Other Direct Cost for NTDPS and Advanced Processing Build Engineering under SLIN 1000AC (OPN) | 1.0 Lot | [REDACTED] |
| 3000AD | Base Year: Other Direct Cost for NTDPS and Advanced Processing Build Engineering under SLIN 1000AD (RDT&E) | 1.0 Lot | [REDACTED] |
| 3000AE | Base Year: Other Direct Cost for NTDPS and Advanced Processing Build Engineering under SLIN 1000AE (RDT&E) | 1.0 Lot | [REDACTED] |
| 3050 | | | [REDACTED] |
| 3050AA | Base Year: Other Direct Cost for Acquisition Logistics Support | 1.0 Lot | [REDACTED] |

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for Submarine
Combat Systems
under SLIN 1050AA
(TBD)
Option

3050AB Base Year: Other
Direct Cost for
Acquisition
Logistics Support
for Submarine
Combat Systems
under SLIN
1050AB. (OPN)

1.0 Lot

[REDACTED]

3100

[REDACTED]

3100AA Option Year 1:
Other Direct Cost
for NTDPS and
Advanced
Processing Build
Engineering under
SLIN 1100AA (OPN)
Option

1.0 Lot

[REDACTED]

3100AB Option Year 1:
Other Direct Cost
for NTDPS and
Advanced
Processing Build
Engineering under
SLIN 1100AB (OPN)

1.0 Lot

[REDACTED]

3150

[REDACTED]

3150AA OPTION Year 1:
Other Direct Cost
for Acquisition
Logistics Support
for Submarine
Combat Systems
under SLIN 1150AA
(O&MN,N)
Option

1.0 Lot

[REDACTED]

3150AB OPTION Year 1:
Other Direct Cost
for Acquisition
Logistics Support
for Submarine
Combat Systems
under SLIN 1150AB
(O&MN,N)

1.0 Lot

[REDACTED]

3200

[REDACTED]

3200AA Option Year 2:
Other Direct Cost
for NTDPS and
Advanced
Processing Build
Engineering under
SLIN 1200AA (TBD)
Option

1.0 Lot

[REDACTED]

3250

[REDACTED]

3250AA OPTION Year 2:
Other Direct Cost
for Acquisition
Logistics Support
for Submarine
Combat Systems
under SLIN 1250AA
(O&MN,N)

1.0 Lot

[REDACTED]

| | | | |
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3250AB Other Direct Cost 1.0 Lot [REDACTED]
for Acquisition
Logistics Support
for Submarine
Combat Systems
under SLIN 1250AB
(O&MN,N)

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est.Cost | Base Fee | Award Fee | CPAF |
|--------|--|-----|------|------------|------------|-----------|------|
| 4000 | OPTION Year: 3 Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering | | | | [REDACTED] | | |
| 4000AA | OPTION Year 3: NTDPS and Advanced Processing Build Engineering (TBD) Option | 1.0 | Lot | [REDACTED] | | | |
| 4050 | OPTION Year 3: Acquisition Logistics Support for Submarine Combat Systems (CAAS) | | | | [REDACTED] | | |
| 4050AA | OPTION Year 3: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (TBD) Option | 1.0 | Lot | [REDACTED] | | | |
| 4100 | OPTION Year 4: Non-Tactical Data Processing System (NTDPS) and Advanced Processing Build Engineering | | | | [REDACTED] | | |
| 4100AA | OPTION Year 4: NTDPS and Advanced Processing Build Engineering (TBD) Option | 1.0 | Lot | [REDACTED] | | | |
| 4150 | OPTION Year 4: Acquisition Logistics Support for Submarine Combat Systems (CAAS) | | | | [REDACTED] | | |
| 4150AA | OPTION Year 4: Acquisition Logistics Support for Submarine Combat Systems (CAAS) (TBD) Option | 1.0 | Lot | [REDACTED] | | | |

| | | | |
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For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|--|---------|------------|
| 6000 | | | [REDACTED] |
| 6000AA | Option Year 3: Other Direct Cost for NTDPs and Advanced Processing Build Engineering under SLIN 4000AA (TBD) Option | 1.0 Lot | [REDACTED] |
| 6050 | | | [REDACTED] |
| 6050AA | OPTION Year 3: Other Direct Cost for Acquisition Logistics Support for Submarine Combat Systems under SLIN 4050AA (TBD) Option | 1.0 Lot | [REDACTED] |
| 6100 | | | [REDACTED] |
| 6100AA | Option Year 4: Other Direct Cost for NTDPs and Advanced Processing Build Engineering under SLIN 4100AA (TBD) Option | 1.0 Lot | [REDACTED] |
| 6150 | | | [REDACTED] |
| 6150AA | OPTION Year 4: Other Direct Cost for Acquisition Logistics Support for Submarine Combat Systems under SLIN 4150AA (TBD) Option | 1.0 Lot | [REDACTED] |

NOTE A: Option items are subject to the option clause in SECTION I-2 and are to be supplied only if and to the extent said options are exercised.

NOTE B: A "Lot" is defined as the amount of effort required to perform the Statement of Work requirements within the allotted timeframe of the SLIN.

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

This entire contract is cost-type.

DETERMINATION OF FEE

a. Minimum Fee

The base fee, not to exceed two percent of this task order, shall constitute a minimum fee to be paid for the performance of this task order. The Base Fee shall be paid in accordance with the clause of this task order entitled PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993).

b. Award Fee

In addition to the minimum (or base fee) to be paid hereunder, the Contractor may earn an award fee. The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this task order. The specifics for evaluation are set forth in paragraphs that follow.

c. Award Fee Determination

| | | | |
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(1) Key government personnel will evaluate the Contractor's performance monthly within two weeks after receipt of the contractor's monthly report and invoice. Within five days thereafter, the Task Order Manager (TOM) will notify the contractor via email of the monthly rating narrating the reasons, rationale, and justification for any rating below a rating of Good. At the end of the evaluation period, the TOM will average the monthly performance ratings to determine the final performance rating and award fee earned for that period. Within thirty (30) working days after the end of each evaluation period under the contract, the TOM will provide the Procuring Contracting Officer a final performance evaluation and determination of the award fee for that period.

(2) Determinations of the Government with respect to the amount of the award fee to be paid to the Contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

d. Evaluation Categories and Criteria

The Contractor's performance during each evaluation period will be judged against the following Organizational Task Groups:

- Group 1. PMS425 Combat Systems Warfare Federated Tactical System Systems Engineering and Integration
- Group 2. PMS425 Program Management and Financial Management
- Group 3. PMS425 Hardware Engineering
- Group 4. PMS425 Software Engineering
- Group 5. PMS425 Test & Evaluation Engineering
- Group 6. PMS425 Integrated Logistics Support

For the first evaluation period, the weighting of the task group will be proportionate to the task group value. Within each task group, the contractor will be evaluated on criteria of Cost, Schedule, Technical Performance and ingenuity, Management Performance and Integration, as described below. The Government will judge the quality of the Contractor's performance within the criteria of Cost, Schedule, Technical Performance and Ingenuity, and Management Performance and Integration. The Contractor may propose performance objectives for any period; however, only those received at least 30 days prior to the start of an evaluation period will be considered for that evaluation period. The Government reserves the right to issue unilateral contract modifications to make changes in the evaluation categories and criteria as well as adjustments to the weighting of the task groups, if any, prior to commencement of each evaluation period. Unsatisfactory performance under a task group may result in an increased weighting for that task group in subsequent evaluation periods.

(1) Cost Performance (15%)

Of major importance in evaluating Contractor's cost performance will be the Contractor's cost planning and its timely, complete and accurate reporting on cost. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance, 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, shall also be considered.

(2) Schedule Performance (20%)

The Government will consider whether all deliverables are submitted on time, ahead of schedule, or late, meeting or exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any required corrections should be very minor in nature and expeditiously corrected. The Contractor's early identification of problem areas, and its accomplishments in overcoming problems to maintain schedules shall also be considered.

(3) Technical Performance (30%)

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 and any technical instructions issued thereunder. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated in determining a score in this category. In addition, the Contractor's approach to solving problem areas presented by the Navy will be evaluated as a measure of competence.

(4) Management Performance (15%)

Organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals. 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. Effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies.

(5) Integration (20%)

A well-integrated and coordinated contractor support team is critical to the success of the SEA 06. The Government will consider how effectively prime contractors work together to ensure SOW efforts provided under separate tasks are totally integrated resulting in seamless support to SEA 06. Award Fee determination will be based upon the success of prime contractors creating a cooperative work environment in providing such seamless support.

e. Evaluation Periods/Award Fee Pool

- (1) The first evaluation period will end seven months after Task Order award with subsequent evaluation periods to end at six months thereafter.
- (2) The Government reserves the right to adjust the evaluation schedule by unilateral contract modification, issued prior to the start of the affected evaluation period (s).
- (3) Each non-ODC CLIN/SLIN in Section B of this contract sets forth the total potential award fee, computed as a percentage of the estimated cost, for that line item. The award fee available for any given evaluation period is directly proportionate to the amount of work performed (i.e., amount of cost incurred for labor) during the period and may be less than the potential award fee pool.
- (4) Unearned award fee will not rollover.

f. Performance Ratings

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(1) In evaluating Contractor performance, the following adjective and numerical ratings will be used:

| ADJECTIVE RATING | NUMERICAL RATING | CRITERIA |
|------------------|------------------|--|
| OUTSTANDING | 5 | The Contractor's level of performance was considered exceptional with distinguished accomplishments that significantly contributed to achieving the objectives of the Program Office. No weaknesses. |
| EXCELLENT | 4 | The Contractor's level of performance was considered exemplary with work conducted in a timely, efficient and economical manner. Very minor weaknesses with no effect on overall performance and are offset by better performance in other areas. |
| GOOD | 3 | The Contractor's level of performance meets the requirements. Areas that need improvement are approximately offset by better performance in other areas. |
| SATISFACTORY | 2 | The Contractor's level of performance is adequate. There are areas of good or better performance but these are offset by lower rated but acceptable performance in other areas. Reportable weaknesses have identifiable, but not substantial, effects on overall performance. |
| UNSATISFACTORY | 1 | The Contractor's level of performance is below minimum acceptable standards. There are many areas that need improvement that are not offset by better performance in other areas. Contractor performance in the area being evaluated could potentially have adverse program impact. The need for improvement is such that Government action may be required. |

(2) It is not necessary for all aspects of any performance rating to be present for the Contractor to earn the rating for a period of performance under this task.

(3) Each task group listed in paragraph d, Evaluation Categories and Criteria, contributes funding for the estimated cost of performance and associated award fee. Each task group will evaluate the Contractor's performance for each of the five criteria and calculate an average score using numerical ratings as described in paragraph f., Performance Ratings. This may result in an average fractional number score for the task group. The fee for the task group will be determined by multiplying the average score, which may be a fractional number, by respective percentage as follows:

| Score* | Percent of Available Award Fee |
|--------|--------------------------------|
| 5 | 100% |
| 4 | 85% |
| 3 | 70% |
| 2 | 55% |
| 1 | 0% |

*The percentage for a fractional score will be determined via a linear extrapolation e.g. a numerical score of 3.14 would equate to 73.3% of available award fee.

The Total Award Fee will be the sum of the amounts of fee earned per individual task group scores.

(3) A performance rating of 1 or less is deemed unsatisfactory and the Contractor is not entitled to any award fee for a rating of 1 or below.

g. Maximum Fee

In no event shall the total fee (base fee plus award fee) under this task order exceed eight percent (8%) of total estimated cost.

h. 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, together with a copy of the unilateral

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modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item and ACRN, which shall be directly proportionate to the amount of Estimated Cost incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be effected. There will be no provisional, interim or advance billing of award fee prior to a final determination of award fee earned and execution by the contracting officer of a contract modification authorizing payment

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase 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 2% 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) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee 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 adjusted fee exceeds all 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 paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

BACKGROUND

Program Executive Officer-Submarine (PEO SUB) Combat System Program Office (PMS425) is responsible for the acquisition, development, production, fleet introduction, deployment and support of Combat Systems for all US submarine classes and some foreign navies' submarines. This office is responsible for the Tactical Control (TC), Weapon Control (WC), Tactical Local Area Network (TACLan), otherwise known as AN/BYG-1, and related subsystems. PMS425 is responsible for all aspects of these systems and subsystems to ensure system integrity for setting and launching torpedoes, such as the MK48/ADCAP, missiles, such as the TOMAHAWK, and other payloads. Further it is incumbent upon PMS425 to ensure that systems introduced into the fleet are engineered to improve program productivity, while adequately addressing Systems Safety, Information Assurance, and Human System Integration, as well as other engineering disciplines, standards and requirements.

PURPOSE

This Task Order requires the contractor to conduct research, planning, and development of advanced engineering and operational systems in accordance with guidance promulgated by PMS425 to ensure undersea combat systems readiness. The contractor will be required to perform system engineering, independent verification and validation, and certification for the integration of new and upgraded applications developed under this contract into the AN/BYG-1 Combat System. The contractor will be required to perform analysis and evaluation of advanced technologies for transition to combat control systems to ensure an affordable evolution of compatible systems for fleet use. The contractor will be required to perform system and software engineering for the Non-Tactical Data Processing System (NTDPS) as well as independent verification and validation for new and enhanced non-tactical applications designed to provide access to key electronic documentation, automate and streamline shipboard processes, and greatly reduce the amount of paper hardcopy generated and required onboard a submarine.

GENERAL REQUIREMENTS

The contractor shall have a facility within local commuting distance to Naval Undersea Weapons Center Newport RI (NUWC DIVNPT) and Submarine Base New London CT (SUBBASE NLON). All work shall be performed at the contractor's facilities, NUWC DIVNPT and SUBBASE NLON with the exception of sea test support, software testing support and other technical support on vessels at distant locations.

The contractor shall have 30 days after award of this Task Order to transition, ramp up, and have the support team in place and fully functioning.

The contractor team shall provide an effective mix of experience and technical expertise to provide an adaptable, flexible structure that is best suited to accomplishing both planned and emergent tasks. Emphasis shall be placed on a team structure that maximizes productivity, efficiency, and accountability within the funding ceiling provided by the Government. The contractor must execute the scope of work that provides for high quality, timely and well-integrated services while incorporating the proper mix of personnel that will demonstrate the most effective use of funding.

The contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO SUB (PMS 425), NUWC DIVNPT, and SUBBASE NLON team members. The contractor shall have the capability to interface via electronic mail and provide Internet addresses and access for all employees supporting this task.

SECURITY REQUIREMENTS

The contractor shall ensure that its personnel are U.S. citizens.

All technical staff shall have a SECRET clearance.

The contractor shall have the ability to receive, log, track and store classified documents, up to SECRET, in

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accordance with applicable regulations.

The contractor shall have office(s) and storage facilities approved for classified material, the ability to work with SECRET material at its office(s), and provide computer resources cleared to the SECRET level for document generation.

The contractor shall have the ability to communicate via signed and encrypted e-mail with the government using PKI and other software as directed.

The contractor shall establish procedures for the safe and orderly backup of computers and network data pertaining to the programs supported and maintain both on-site and off-site backups using standard commercial data backup procedures.

FACILITY REQUIREMENTS

- a) Capability to store up to SECRET in secure container.
- b) Ability to work with SECRET material at the contractor site (may be restricted room or area).
- c) Requirement for receptionist to control access to site.
- d) Requirement for maintaining and operating a secure, encrypted, Wide Area Integration Facility (WAIF) node with connectivity to a Technical Insertion (TI)-04, or later, compliant development laboratory.

CONFLICT OF INTEREST

The Organizational Conflict of Interest clause is invoked and in accordance with HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) as referenced in Section C of the SEAPORT Enhanced Multiple Award IDIQ contract, as it pertains to PEO SUB (PMS 425) programs.

GOVERNMENT FURNISHED INFORMATION

The Government will provide the following GFI on an as needed basis.

- OPNAVINST 5513.2B – Tomahawk Classification Guide, November 1997
- MIL-PRF-87268A(1) 15 January 2001 Manual, Interactive Electronic Technical – General Content, Style, Format, and User-Interaction Requirements
- MIL-PRF-87269A1 NOT 1 15 August 2000 Data Base, Revisable: For the Support of Interactive Electronic Technical Manual
- March 2000 Training/Interactive Electronic Technical Manual Interface Guide
- NAVSEAINST 4720.11 Shipboard Installation and Modifications Performed by Alteration Installation Teams
- NUWCDIVNPTINST 4855.6 Alteration Installation Team Quality Plan
- OP 3565/NAVAIR 16-1-529, Volume 2 3.1.9 Hazards of Electromagnetic Radiation to Ordnance (HERO), Naval Sea Systems Command, Washington, D.C.

APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor may use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards. However the following documents are supplied as the guidance for interface applications in performance of this delivery order. If not already

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in its possession, the Contractor may obtain those needed from NUWCDIVNPT.

The contractor's use of Non-Developmental Items (NDI) and Commercial-Off-The-Shelf (COTS) items is fully encouraged to alleviate the unneeded application of formal standards and specifications whenever possible.

- VIRGINIA CLASS Non-Propulsion Electronics System (NPES) Systems Engineering & Integration (SE&I) Electronics Integration Plan (EIP) Revision A C3IS-PI-98-SE-025A 9 October 1998
- OD 63682 AWCS System Design Document (SDD)
- OD 63835 AWCS Concept of Operations (CONOPS)
- OD 63899 SSGN AWS Data Requirements
- OD 64104 AWCS IRS
- C3IS-PI-98-SE-025B Revision B (Article 2.4 – Interface Management) Virginia (SSN 774) Class Submarine Non-Propulsion Electronics System (NPES) Systems Engineering & Integration (SE&I) Electronics Integration Plan (EIP)
- PMS4253-001 Change 4 System Specification for the CCS MK2 Program D0 Block1C Rev. 2 (Mods 0/1/2/3) (U). 15 October 2000
- Interface Requirements Specification and Interface Design Document for the Advanced TOMAHAWK Weapon Control System Engagement Planning/Control and the MK 2 Block 1C Combat Control System and NSSL Combat Control Sub-System
- NAVSEA 76Z8064 31 March 1997 with ICN 2A, 4A, 5a Interface Control Document TOMAHAWK Cruise Missile to Submarine Systems Torpedo Tube Electrical/Mechanical Interface
- JCM 1832/2 Revision A, 15 April 2000, with ICN-A2A, dtd 26 April 2001 TOMAHAWK Cruise Missile Land Attack Guidance System to Submarine Fire Control Systems Software Interface Document (SID) and Interface Design Specification (IDS) Torpedo Tube and Vertical Launch System
- CCS Mk 2 Block ECP 004 System Specification
- CCS Mk 2 Block ECP 004 System/Subsystem Design Document (SSDD)
- CCS Mk 2 Block ECP 004 Software and Hardware Requirement Specifications
- TW-394-DO-MAN-010 Rev F1, 08 May 1996 with ICRs 306C, 308B, 309A, 310A, 322 SSN 688 Class Vertical Launch System Interface Control Document
- PEO(CU) 3900/146 4 February 2000 Modified Interface Requirements Specification for TOMAHAWK Command and Controls System to TTWCS
- PMS425-RLGN-001 29 October 2001 Interface Requirement Specification for the RLGN and the CCS MK2 Block 1C ECP4 Combat Control (CC) System
- PMS 425-Radar-001 29 October 2001 Interface Requirement Specification for the AN/BPS-15 (H/J) Radar/VMS/CCSI and the CCS MK2 Block 1C ECP4
- PMS425-Sonar-001 29 October 2001 Interface Requirement Specification for Sonar and the CCS MK2 Block 1C ECP4 Combat Control (CC) Subsystem
- Data Owner Guide for the Enclave Guard of the Information Assurance Effort. FINAL. 17Nov2004

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- Software Requirements Specification for the Enclave Guard Component of the Information Assurance Effort. DRAFT PMS450E/PMS450EC. 30Oct2004
- System/Subsystem Design Document (SSDD) for the Enclave Guard of the Information Assurance Effort. PMS450E/PMS450EC. 31Aug2004
- Baseline IV Tomahawk Weapon System Interface Requirements Specification for the Tactical Tomahawk Weapon Control System (TTWCS) and the Submarine Combat Control System. JCM-2210/3. 9Apr2004.
- PMS4253-WCPS-001 System Performance Specification for the Weapon Control System. 24July2002
- PMS4253-TCPS-001 System Performance Specification for the Tactical Control System. 24July2002
- Photonics Mast Variant AN/BVS-1 () Performance Specification
- PS7628135 Integrated Submarine Imaging System (ISIS) Functional and Performance Specification
- NAVSEA OD 44979 Vols 1 thru 17 Firing Craft Operating Procedures and Checklists
- NAVSEA 5585311 SCN-4 Rev B4, 9June1995 with ECPs 94046R3, 94069R1, and 94075R2 IDS for Mk48 ADCAP FSED Torpedo and Submarine FCS
- NAVSEA-5527990 Rev P. 3Feb1992 Full Scale Engineering Development (FSED) for Mk48 ADCAP ICD
- LMFS 256A554 Rev. (-) 18Jan1999 Enhanced Control Display Workstation Configuration Item Specification
- Tomahawk Incident Report Description Document
- Ammunition Tracking Report Description Document
- TacLAN System Specification
- Strike Lan System Specification
- SubLAN (TIDS) System Specification
- SW820-AA-LOG-020/UGM-109-2 Tomahawk Cruise Missile Logistics Support, Naval Sea Systems Command, Washington, D.C.
- SW820- AA-MMO-010 Tomahawk Cruise Missile Maintenance, Naval Sea Systems Command, Washington, D.C., 1987
- JCM-2210/3 Baseline IV Tomahawk Weapon System Interface Requirements Specification for the Tactical Tomahawk Weapon Control System and the Submarine Combat Control System, PEO Cruise Missiles Project and Unmanned Aerial Vehicles Joint Project, 9Apr2004
- P 280655Z-JUN-99 Administrative Message, from NAVORDCEN Indian Head MD
- 5100.27A/Marine Corps Order 5104.1B Navy Laser Hazards Control Program OPNAV Instruction 24Sept2002
- Common Technical Architecture for the Non-Tactical Data Processing Subsystem (NTDPS) & Submarine Non-Tactical Application Delivery Interface System (SNADIS), Progeny Systems Corporation, Document No. PSC-03-HC-U-121603-001, Revision A, dated 28 February 2005.

1.0 TECHNICAL REQUIREMENTS

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The contractor shall provide technical and analytical services to PMS425 for the Submarine Fleet Modernization programs in the development, engineering, review, integration and test of Advanced Processing Builds (APBs) for the Submarine Combat System AN/BYG-1 and Non-Tactical Data Processing System (NTDPS). Services shall include prototype engineering, design engineering, system engineering, software engineering, maintenance engineering, technical documentation development/maintenance, test and evaluation, safety, and engineering management.

The contractor shall provide system, hardware, and software engineering to design, develop, document, produce and implement a shipboard subsystem comprised of various non-tactical functional applications. The applications will be integrated into the VIRGINIA Class Non-Tactical Data Processing System (NTDPS).

The contractor shall provide system, hardware and software engineering to define, develop, document and implement an Advanced Processor Build (APB) program within the Combat Systems disciplines, (e.g. TC, WC) in a fashion similar to that implemented in the Acoustic Rapid Commercial-off-The-Shelf (COTS) Insertion (ARCI) program conducted by the acoustic community but adapted to the unique issues present in the Combat Systems community. This process and set of activities shall include but not be limited to prototype definition, algorithm validation, shore-based testing with simulated data and data gathered from sea tests and system insertion and validation demonstrations at-sea or in the appropriate operational environment. The contractor shall participate in these activities both as a primary contributor of APB products or as a facilitator of such products through support to design, integration and test. The contractor shall provide facility and operational support to this program by maintaining and operating a secure, encrypted, Wide Area Integration Facility (WAIF) node with connectivity to a Technical Insertion (TI)-04, or later, compliant development laboratory.

The contractor shall provide all engineering, analysis and fleet interaction required to develop Naval Warfare Publications (NWP) and Operational Guidelines for PMS425 and PEO(SUB) responsible systems. This effort shall include, but not be limited to, development and understanding of the operational goals and objectives of the system for which the NWP is being created. The contractor shall identify fleet processes and procedures for the use of each system for which PMS425 is responsible, analyze operational and exercise data where required and shall translate such data into guidance for fleet operational use of the system. The contractor shall interface with fleet units, identified by the Government for each system, such as Commander Submarine Development Squadron 12 and the Naval Warfare Development Command (NWDC) to ensure that the developed guidance is in accordance with all other hierarchical fleet guidance for warfare. The contractor shall provide all documentation and media preparation required to create a product acceptable and usable for fleet operational usage.

1.1 Engineering, Systems Engineering and Process Engineering Support

The contractor shall perform one or more of the following engineering activities as authorized by PMS425.

- a. Perform engineering analyses, technical feasibility and trade-off studies of and assess and make recommendations for, new systems and subsystem upgrades to address operational shortfalls and technology obsolescence, subsystem interoperability, integration, operations, sustainment and disposal issues of Battle Force units for the Tactical Control (TC), Weapon Control (WC), Tactical Local Area Network (TACLan), otherwise known as AN/BYG-1, and related subsystems. These studies shall take into account impacts to the entire ship design, its operation and maintenance, and include recommendations for changes to weapons system performance requirements.
- b. Develop program plans and schedules for the development, integration, and fleet introduction of new systems and/or subsystem upgrades for the Tactical Control (TC), Weapon Control (WC), Tactical Local Area Network (TACLan), otherwise known as AN/BYG-1, and related subsystems. These program plans shall include all integration, certification, and shipboard installation test and evaluation activities.
- c. Develop new systems and/or subsystem upgrades to address current system performance shortfalls and/or technology obsolescence issues. To develop these new systems and/or subsystem upgrades, perform system engineering to define system or subsystem performance specifications, AN/BYG-1 interface requirements, and software requirements; select and evaluate suitable hardware; develop new or modify computer software; perform software integration testing, and system certification testing.
- d. Perform and participate in modeling, engineering development, prototype, pre-production and simulation development and analyses for the Tactical Control (TC), Weapon Control (WC), Tactical Local Area Network (TACLan), otherwise known as AN/BYG-1, and related subsystems.

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e. The contractor shall provide system, hardware, and software engineering to design, develop, document, produce and implement a shipboard subsystem comprised of various non-tactical functional applications for the Non-Tactical Data Processing System (NTDPS) as well as for new and enhanced non-tactical applications designed to provide access to key electronic documentation, automate and streamline shipboard processes, and greatly reduce the amount of paper hardcopy generated and required onboard a submarine. The applications designed and developed by the Contractor shall be integrated into the VIRGINIA Class Non-Tactical Data Processing System (NTDPS), providing watch standers and operators access to all procedural and technical information, to greatly reduce the amount of hardcopy documentation, resulting in a largely paperless shipboard environment

f. Develop/review and provide recommendations for APBs, engineering change proposals (ECPs), Justification Cost Forms (JCFs), Ship Alterations (SHIPALTs), Ordnance Alterations (ORDALTs), etc.

g. Conduct analyses, reviews and assessments, provide recommendations, and prepare documentation for System Safety; Software System Safety; Human System Integration; Nuclear weapon safety, vulnerability and security; Weapons System Explosive Safety Review Board (WSESRB), Software System Safety Technical Review Panel, Nuclear Weapon Safety Study Group and other Navy Safety Review Board activities; COTS hardware and software selection, certification, qualification and integration into military systems; Occupational safety and health; Environmental protection including Programmatic Environmental Safety and Health Evaluations (PESHE); Hazardous Materials Management; and National Environmental Policy Act (NEPA).

h. Perform analysis of the use of Commercial-Off-The-Shelf (COTS) in the systems engineering processes.

i. Provide technical analysis, reviews, studies, documentation and recommendations for the development of training materials, operational doctrine and techniques.

1.1.1 Deliverables:

Results of Task 1.1 shall be in accordance with Attachment (1), CDRL A001, A002, A003, and A004

1.2 Acquisition Logistics Support

The contractor shall provide technical and analytical services for Integrated Logistics Support (ILS) Management, Maintenance, Supply Support, Technical Design Interface, Training, Facilities, Computer Resources, Support and Test Equipment, Packaging, Handling, Storage and Transportation, Technical Data and Manpower and Personnel

Activities required under this section shall include:

a. Design, implement and monitor ILS programs in accordance with best commercial and DoD practices for programs and tasking.

1. b. Recommend technical ILS requirements to support Tactical Control (TC), Weapon Control (WC), Tactical Local Area Network (TACLan), otherwise known as AN/BYG-1, and related subsystems for Combat Systems phases for shipbuilding, systems development, systems production and modernization for the life cycle of the program

c. Develop logistics support plans and planning documentation (e.g., ILS portions of the Supply Support Plan (SSP), Commercial Off the Shelf (COTS) Management Plan, Technology Insertion Plan, etc.).

d. Research and advise on alternative logistics support sources and methodologies to acquire spares within or outside the DOD supply system (e.g. Battle Spare Program, vendor based sparing, etc.).

e. Participate in IPTs, special advisory boards, off-site, working groups, and audit teams

f. Draft, review, and/or maintain technical logistics technical documentation.

1.2.1 Deliverables

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Results of Task 1.2 shall be in accordance with Attachment (1), CDRL A001, A003, and A004.

PERFORMANCE STANDARDS

The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance:

- The delivery requirements shall be consistent with needs of the mission as identified by task managers.
- Technical and status reports shall be factually accurate and complete, reflect high quality and adhere to due dates and deadlines.
- Technical quality of software and technical products shall be of the highest quality.
- Deliverables including studies and analyses, acquisition support, presentations and other knowledge management functions shall be measured through customer feedback.
- Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

The following performance assessment plan serves as a basis for assessing contractor performance:

- Contractor monthly report of accomplishments and indication whether sponsor was satisfied or not satisfied based with work products delivered to the Government.
- Random and periodic sampling of monthly report data by division heads, or higher

NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4066-EH01 – Determination: Labor – 42% CAAS, 58% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 14 November 2006, NAVSEA 02 reviewed the requirements addressed within subject Task Order. During the review it was determined that the labor requirements addressed within subject Task Order are 58% non-CAAS. Specifically, all software-related requirements of Task 1.1 of the Statement of Work were determined to represent non-CAAS requirements per exemption numbers 8 and 9 identified within DoD Directive 4205.2 dated February 10, 1992 referenced within Title 10 U.S.C., Section 2212, that specifically exempts from the definition of CAAS, “ .automated data processing and/or telecommunication functions and related services... ”

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the multiple award indefinite delivery indefinite quantity contract (MAC).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be made at destination by the Task Order Manager (TOM) or a designated representative of the Government.

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items is estimated to be:

| | |
|--------|------------------------|
| 1000AB | 12/22/2006 - 9/30/2008 |
| 1000AC | 12/22/2006 - 9/30/2008 |
| 1000AD | 11/17/2006 - 9/30/2008 |
| 1000AE | 11/17/2006 - 9/30/2008 |
| 1050AB | 6/18/2007 - 9/30/2008 |
| 1050AC | 6/18/2007 - 9/30/2008 |
| 1100AB | 3/3/2008 - 9/30/2009 |
| 1150AB | 3/3/2008 - 9/30/2009 |
| 1250AB | 12/19/2008 - 7/30/2009 |
| 3000AA | 11/17/2006 - 9/30/2008 |
| 3000AB | 11/17/2006 - 9/30/2008 |
| 3000AC | 11/17/2006 - 9/30/2008 |
| 3000AD | 11/17/2006 - 9/30/2008 |
| 3000AE | 11/17/2006 - 9/30/2008 |
| 3050AB | 6/15/2007 - 9/30/2008 |
| 3100AB | 3/3/2008 - 9/30/2009 |
| 3150AB | 3/3/2008 - 9/30/2008 |
| 3250AA | 7/14/2008 - 7/13/2009 |
| 3250AB | 12/19/2008 - 7/30/2009 |

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

| | |
|--------|------------------------|
| 1000AA | 11/17/2006 - 9/30/2008 |
| 1050AA | 11/15/2006 - 9/30/2008 |
| 1100AA | 7/14/2007 - 7/13/2008 |
| 1150AA | 7/14/2007 - 7/13/2008 |
| 1200AA | 7/14/2008 - 7/13/2009 |
| 1250AA | 7/14/2008 - 9/30/2009 |
| 3050AA | 7/14/2006 - 9/30/2008 |
| 3100AA | 7/14/2007 - 7/13/2008 |
| 3150AA | 7/14/2007 - 7/13/2008 |
| 3200AA | 7/14/2008 - 7/13/2009 |
| 4000AA | 7/14/2009 - 7/13/2010 |
| 4050AA | 7/14/2009 - 7/13/2010 |
| 4100AA | 7/14/2010 - 7/13/2011 |
| 4150AA | 7/14/2010 - 7/13/2011 |

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| 6000AA | 7/14/2009 - 7/13/2010 |
| 6050AA | 7/14/2009 - 7/13/2010 |
| 6100AA | 7/14/2010 - 7/13/2011 |
| 6150AA | 7/14/2010 - 7/13/2011 |

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
[REDACTED], PMS 425
1333 Isaac Hull Ave. S.E.
Washington, DC 20376
[REDACTED]
202-781-1414

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment requests.

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*)

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- 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)
- Receiving Report (FFP, DD250 Only)

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

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| Issue DODAAC | <u>N00024</u> |
| Admin DODAAC | <u>S1403A</u> |
| Pay Office DODAAC | <u>HQ0339</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>HAA643</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.


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|---|
| Send Additional Email Notification To: |
| <i>*ENTER THE EMAIL ADDRESS FOR THE TOM</i> |
|  |

(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.

(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 



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SECTION H SPECIAL CONTRACT REQUIREMENTS

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, 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.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

| SLIN | ALLOTED TO COST | ALLOTED TO FIXED FEE | AWARD FEE | EST. POP |
|--------|-----------------|----------------------|-----------|---------------------------|
| 1000AD | [REDACTED] | | | 17 NOV 2006 - 30 SEP 2008 |
| 1000AE | [REDACTED] | | | 17 NOV 2006 - 30 SEP 2008 |
| 1100AB | [REDACTED] | | | 3 MAR 2008 - 30 SEP 2008 |
| 1150AB | [REDACTED] | | | 3 MAR 2008 - 30 SEP 2008 |

(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 3000AD, 3000AE, 3100AB, 3150AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST

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(FACILITIES)" (FAR 52.232-21), as applicable.

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

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SECTION I CONTRACT CLAUSES

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 contract 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.

| ITEM(S) | LATEST OPTION EXERCISE DATE |
|---------|-----------------------------|
| 1100 | 14 May 2008 |
| 1150 | 14 May 2008 |
| 1200 | 14 May 2009 |
| 1250 | 14 May 2009 |
| 4000 | 14 May 2010 |
| 4050 | 14 May 2010 |
| 4100 | 30 January 2011 |
| 4150 | 30 January 2011 |
| 3100 | 14 May 2008 |
| 3150 | 14 May 2008 |
| 3200 | 14 May 2009 |
| 3250 | 14 May 2009 |
| 6000 | 14 May 2010 |
| 6050 | 14 May 2010 |
| 6100 | 30 January 2011 |
| 6150 | 30 January 2011 |

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

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SECTION J LIST OF ATTACHMENTS

Attachment (1) DD Form 1425, Contract Data Requirements List
Attachment (2) Financial Accounting Data Sheet, [REDACTED] (OPN), 1 page
Attachment (3) DD 254, Security Classification Specification, 3 pages
Attachment (4) Financial Accounting Data Sheet, [REDACTED] (OPN), 1 page
Attachment 5: FADs for mod 03 in the amount of [REDACTED]
Attachment 6: FADs for mod 04 in the amount of [REDACTED] (OPN)
Attachment 7: FADs for mod 06 in the amount of [REDACTED] (O&MN, RDT&E, OPN)
Attachment 8: FADs for mod 07 in the amount of [REDACTED] (RDT&E)
Attachment 9: FADs for mod 08 in the amount of [REDACTED] (O&MN)
Attachment 10: FADs for mod 09 in the amount of [REDACTED] (RDT&E)
Attachment 11: FADs for mod 10 in the amount of [REDACTED] (OPN)