

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 11-Aug-2012	4. REQUISITION/PURCHASE REQ. NO. 1300292616	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A

NSWC, CARDEROCK DIVISION, MARYLAND
9500 MacArthur Blvd
West Bethesda MD 20817

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD05
	10B. DATED (SEE ITEM 13) 19-Dec-2007
CAGE CODE 3UWB7	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

<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) FAR Clause 52.232-22 Limitation of Funds

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ (Signature of Contracting Officer)	11-Aug-2012

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to add an increment of funding in the amount of \$0.00. Accordingly, said Task Order is modified as follows:

1) The total amount of funds obligated to the task is hereby increased from \$00 by \$0.00 to \$0.00. The remaining unfunded balance is \$

2) Sections B and G are revised to incorporate the following:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100020	O&MN,N			

3) The total value of the order is hereby increased from \$0.00 by \$0.00 to \$0.00.

4) Section G clause entitled "SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)" has been revised to incorporate the following funding SLINS:

ESTIMATED ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
100020			

5) The Accounting and Appropriation Data added to Section G is as follows:

MOD 16

100020 1300292616

LLA :

AS 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001324490

MOD 16 Funding
Cumulative Funding

6) The end of the period of performance remains unchanged at 18 December 2012.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
1000	Services in support of USS Virginia Class submarine design. (TBD)				
100001	Incremental funding (SCN) in the amount of (SCN)				
100002	Incremental funding (SCN) in the amount of (SCN)				
100003	Incremental funding (SCN) in the amount of (SCN)				
100004	Incremental funding (SCN) in the amount of (SCN)				
100005	Incremental funding (SCN) in the amount of (SCN)				
100006	Incremental funding (OM&N) in the amount of (O&MN, N)				
100007	Incremental funding in the amount of (SCN)				
100008	Incremental funding in the amount of (SCN)				
100009	Incremental funding in the amount of (SCN)				
100010	Incremental funding in the				

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amount of
(SCN)

100011 Incremental
funding in the
amount of
(SCN)

100012 Incremental
funding in the
amount of
(SCN)

100013 Incremental
funding in the
amount of
(SCN)

100014 Incremental
funding in the
amount of
(SCN)

100015 Incremental
funding in the
amount of
(SCN)

100016 Incremental
funding in the
amount of
(SCN)

100017 Incremental
funding in the
amount of
SOW
Tasks 2.1 and 2.2
(SCN)

100018 Incremental
funding in the
amount of
SOW
Tasks 2.1 and
2.2. (SCN)

100019 Incremental
funding in the
amount of
SOW
Tasks 2.1 and 2.2
(SCN)

100020 Incremental
funding in the
amount of
SOW
Task 2.1 (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000 Other Direct
Costs (TBD)

300001 Incremental
funding (SCN) in
the amount of
(SCN)

300002 Incremental
funding (SCN) in
the amount of
(SCN)

300003 Incremental
funding in the
amount of
(SCN)

300004 Incremental
funding in the
amount of
(SCN)

300005 Incremental
funding in the
amount of
(SCN)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance-based acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below in the “Performance Requirements Summary” and the evaluation methods described in provision CAR H09 in Section

1.0 Background

The Signatures Directorate of the Naval Surface Warfare Center, Carderock Division (NSWCCD, Code 70) is tasked to support Naval Sea Systems Command programs for construction U.S. Navy submarines. Specifically, support is provided to the PMS450 Acoustic Systems Integration Team (SIT) to assure that USS VIRGINIA Class submarines meet established noise objectives. The purpose of this task is to provide expert support to NAVSEA in oversight of an effective Noise Reduction Program (NRP) for VIRGINIA Class submarine construction. The Contractor shall provide personnel with the technical/administrative skills to support NAVSEA NRP activities under the direction of NSWCCD Code 7207.

2.0 Requirements

The Contractor shall provide program and technical support to Code 7207, the PMS450 Acoustic SIT and NAVSEA 05T2 in support of USS VIRGINIA Class submarine construction.

2.1 Principal Noise Reduction Program

The Contractor shall perform the following tasks:

- a) Assist in the development of plans for conducting the PMS450 Preliminary Process, Module Hardware Assessments of USS VIRGINIA Class ships under construction at Electric Boat Corporation and Northrop Grumman Newport News. Review the construction schedules and identify specific ship modules/sections for assessment of noise critical components, and noise control features.
- b) Assist in the development of plans for conducting the NAVSEA NRP, Acoustic Hardware Audit on each ship of the USS VIRGINIA Class at time of its delivery. Prepare draft audit announcement letters, addressed to the co-production shipbuilders, to be signed-out by NAVSEA.
- c) Assist in assembling a multi-agency team to conduct each Hardware Assessment and Hardware Audit, prepare Team materials and supporting documentation, train and/or provide an orientation for Team members as appropriate to the technical focus of the particular assessment/audit to be conducted.
- d) Provide technical support in execution of Hardware Assessments in the shipyard and Hardware Audits aboard ship.
- e) Develop and refine “Metrics Common to NAVSEA and the Co-Production Shipbuilders, for Categorizing Deficiencies in Terms of Acoustic Risk” for use by the Acoustic Systems Integration Team (SIT) in determining when individual deficiencies identified during USS VIRGINIA Class audits should be fixed.
- f) Support adjudication of NAVSEA Hardware Audit findings between the Acoustic Systems Integration Team (SIT) and the shipbuilder NRP and document agreements reached as to Categorization of Severity and prioritization for repair during post delivery ship availabilities.

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g) Provide technical and administrative support in documentation of Assessment/Audit deficiency findings and identification of deficiency trends. Prepare exit briefs for presentation to the shipbuilder, Supervisor of Shipbuilding and Navy personnel.

h) Analyze findings of Assessments and Audits to identify both positive and negative trends in shipbuilder acoustic feature installation deficiencies. Evaluate shipbuilder training materials and plans intended to preclude repetition of deficiencies in follow ships of the VIRGINIA Class. Assist in the development of recommendations for NAVSEA and shipbuilder actions to improve quality in acoustic construction of VIRGINIA Class submarines.

i) Prepare reports of findings as well as draft NAVSEA letters of findings and requested shipbuilder actions, resulting from Hardware Assessments and Audits for the Acoustic SIT.

j) Provide assistance in conducting analyses and tests to resolve NRP issues relating to ship construction as directed by the Government. Specifically, investigate and assist in solution of problems arising in handling, inspection and installation of pipe hangers, Dynamic Non-linear Vibration Dissipaters (DNVDs), Distributed Isolation Material (DIM) and resilient mounts, damping treatments and other noise control features and noise critical components.

k) Participate in Government/Design Yard/Shipbuilder meetings on USS VIRGINIA Class co-production NRP issues and advise the Government on all matters pertaining to organization and execution of the construction NRP consistent with the NAVSEA approved NRP Procedural Plan. Review and prepare written comments on administrative and technical documents related to submarine construction. Participate in regular VTC meetings between the Acoustic SIT and Electric Boat (EB) NRP addressing construction NRP issues.

l) Facilitate planning for NAVSEA reviews of implementation of the Co-Production Shipbuilder Noise Reduction Program. Identify specific review topics based on issues and concerns identified through the Preliminary Process, Module Hardware Assessments and Pre-Delivery NAVSEA Hardware Audits for the VIRGINIA Class Program Manager. Prepare technical and administrative materials required for use by the NAVSEA NRP Review Team. Prepare announcements of NAVSEA NRP reviews and draft summary documents conveying findings and recommended actions for shipbuilder consideration.

m) Assist the Government in defining and justifying the appropriate level of oversight of execution of the VIRGINIA Class NRP Program by the co-production shipbuilders. Prepare briefing materials and support meetings between the Acoustic SIT, PMS450C, SUPHIP Groton, SUPSHIP NN and other activities as required.

n) Develop plans for training submarine crewmen, Supervisor of Shipbuilding personnel and shipbuilder personnel in Submarine Noise Awareness and Control. Prepare course materials and presentation slides. Teach courses in the classroom and “on the deck plates” in the shipyard and aboard ship.

2.2 Assessments and Hardware Audits

The Contractor shall perform the following tasks:

a) Support planning and preparation of documentation for conducting the Hardware Assessments and Hardware Audits.

b) Participate in execution of Hardware Assessments in the shipyard and Hardware Audits aboard ship.

c) Support documentation of Assessment/Audit deficiency findings and identification of deficiency trends. Support preparation of exit briefs for presentation to shipbuilder, Supervisor of Shipbuilding and Navy personnel.

d) Support analysis of findings of Assessments and Audits to identify both positive and negative trends in shipbuilder acoustic feature installation deficiencies. Support preparation of reports and other program documentation.

e) Support planning and preparation of documentation for conduct of Hardware Assessments and Hardware Audits.

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f) Provide support for development and application of a personal digital assistant (PDA) or portable computer based system for easy shipboard access to reference documents by the Audit/Assessment Team. Provide support for the development and application of a PDA or portable computer based system for entry of Acoustic SIT NRP audit or assessment findings into a spreadsheet format and for processing of data and development of comparisons to reference data and requirements.

g) Participate in execution of Hardware Assessments in the shipyard and Hardware Audits aboard ship.

h) Support documentation of Assessment/Audit deficiency findings and identification of deficiency trends. Support preparation of exit briefs for presentation to shipbuilder, Supervisor of Shipbuilding and Navy personnel.

3.0 Government Furnished Information (GFI)

The Contractor shall be afforded access to programmatic and technical documents to be identified to the Task Order Manager during the period of performance of the task order as required. The following documents are required in the execution of tasks and preparation of deliverables described herein:

a) "VIRGINIA (SSN774) CLASS Noise Reduction Program Co-Production Procedural Plan, Revision A, Electric Boat Corporation, TDA-17488 of 2 July 1999

b) "NSSN Class System Isolation Survey Test Procedure", Electric Boat Corporation 27700/07300-2-103, Rev B

Additional documents required to support task execution shall be identified to the Task Order Manager.

Access shall be provided to ships of the USS VIRGINIA Class as required.

4.0 Progress Reports

The Contractor shall prepare a monthly progress report. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period.

5.0 Travel

5.1 It is anticipated that travel during the five year period of performance:

a) Fifteen (15) round trips between Washington Navy Yard and Groton, CT by one (1) person for five (5) days each;

b) Five (5) round trips between Washington Navy Yard and Groton, CT by two (2) people for five (5) days each;

c) Fifteen (15) round trips between Washington Navy Yard and Newport News, VA by one (1) person for five (5) days each;

d) Five (5) round trips between Washington Navy Yard and Newport News, VA by two (2) people for five (5) days each;

e) Ten (10) round trips between NAVSEA and Groton, CT by one (1) person for five (5) days each;

f) Five (5) round trip between Washington Navy Yard and Kings Bay, GA by two (1) person for six (6) days each;

g) Ten (10) round trips between Washington Navy Yard and Philadelphia, PA by one (1) person for one (1) day each;

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6.0 Period of Performance

The period of performance shall be from the effective date of this task order through five (5) years thereafter.

7.0 Deliverables

- a) Monthly financial and technical status reports in accordance with item 4.0 Progress Reports.
- b) Viewgraphs and related briefing materials for presentation. (as required)
- c) Memoranda conveying technical comments on documents reviewed at the request of the Government. (as required)
- d) Draft NAVSEA letters/memos announcing intent to conduct Preliminary Process Module Hardware Assessments, NRP Acoustic Hardware Audits and NRP Reviews to shipbuilders, Supervisor of Shipbuilding personnel and ship's force. (as required)
- e) Reports of findings and analysis of PMS450 Preliminary Process Module Hardware Assessments conducted on Sections and Modules of USS VIRGINIA Class submarines. (as required)
- f) Reports of findings and analysis of NAVSEA NRP, Acoustic Hardware Audits conducted on submarines of the USS VIRGINIA Class. (as required)
- g) Draft letter of findings of NAVSEA NRP, Acoustic Hardware Audits of ships of the USS VIRGINIA Class to be submitted, within 7 days after completion of each audit, for PMS450 consideration and signature.

8.0 Security Requirements

Contractor personnel must have a security clearance at the SECRET level and any classified reports or other documents generated shall be classified up to and including SECRET level in accordance with Form DD 254 "Contractor Security Classification Specifications".

9.0 Technical Point of Contact

9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination by:

Contracting Officer's Representative (COR)

9500 MacArthur Blvd
W. Bethesda, MD 20817

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY
(JUN1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	AFTER EFFECTIVE DATE OF TASK ORDER
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10000 - 30000	ALL	
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(End of clause)

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:
Contracting Officer's Representative (COR)

9500 MacArthur Blvd
W. Bethesda, MD 20817

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative

Naval Surface Warfare Center, Carderock Division
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

CAR-G11 INVOICE INSTRUCTIONS (OCT 2006) (NSWCCD)

(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 selfregister 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 selfregister under the company's CAGE code at <https://wawf.eb.mil>.

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00167
Admin DODAAC	S1403A
Inspector DODAAC (if applicable)	NA
Acceptor DODAAC	NA
LPO DODAAC (if applicable)	N00167
Pay DODAAC:	HQ0339
DCAA Auditor DODAAC (if applicable)	HAA643

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

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acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above -866 number or the NSWCCD WAWF point of contact at (301) 227-1172.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (to be identified at the task order level) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [Complete Yearly number of labor hours divided by weeks] 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

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the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

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

(End of Clause)

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 the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
100001			
100002			
100003			
100004			
100005			
100006			
100007			

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100008
100009
100010
100011
100012
100013
100014
100015
100016
100017
100018
100019
100020
300001
300002
300003
300004
300005

(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 10001 through 100020 and 300001 through 300005 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
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Accounting Data
SLINID  PR Number          Amount
-----  -
100001  72405482
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071202096001

100002  72405492
LLA :
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 071202093070

100003  72405488
LLA :
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071202023070

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300001 72405488
 LLA :
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 071202023070

BASE Funding
 Cumulative Funding

MOD 01

100004 80074666
 LLA :
 AD 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000
 Standard Number: N0002407WX20314/AC

MOD 01 Funding
 Cumulative Funding

MOD 02

100005 81191168
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081202070070

300002 81191168
 LLA :
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081202070070

MOD 02 Funding
 Cumulative Funding

MOD 03

100006 82123793
 LLA :
 AF 97X4930 NH1C 000 77777 0 000167 2F 000000 081720731510

MOD 03 Funding
 Cumulative Funding

MOD 04

100007 83290726
 LLA :
 AG 97X4930 NH1C 000 77777 0 000167 2F 000000 091913211270

MOD 04 Funding
 Cumulative Funding

MOD 05

100008 83515832
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 091202080971

300003 83515832
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 091202080971

MOD 05 Funding
 Cumulative Funding

MOD 06

100009 91211746
 LLA :
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 091202080971

MOD 06 Funding

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Cumulative Funding

MOD 07

100010 93283892
 LLA :
 AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 101202011170

300004 93283892
 LLA :
 AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 101202011170

MOD 07 Funding
 Cumulative Funding

MOD 08

100011 00218085
 LLA :
 AK 97X4930 NH1C 000 77777 0 000167 2F 000000 101913223970

MOD 08 Funding
 Cumulative Funding

MOD 09

100012 00899711
 LLA :
 AK 97X4930 NH1C 000 77777 0 000167 2F 000000 101913223970

MOD 09 Funding
 Cumulative Funding

MOD 10

100013 01944460
 LLA :
 AL 97X4930 NH1C 000 77777 0 000167 2F 000000 101202040172

100014 02255990
 LLA :
 AM 97X4930 NH1C 000 77777 0 000167 2F 000000 101913223945

100015 02328104
 LLA :
 AN 97X4930 NH1C 000 77777 0 000167 2F 000000 101913224862

300005 01944460
 LLA :
 AL 97X4930 NH1C 000 77777 0 000167 2F 000000 101202040172

MOD 10 Funding
 Cumulative Funding

MOD 11

100016 10556088
 LLA :
 AP 97X4930 NH1C 000 77777 0 000167 2F 000000 111913240670

MOD 11 Funding
 Cumulative Funding

MOD 12

100017 11610737
 LLA :
 AQ 1711611 H232 252 SB450 0 050120 2D 000000 A10000723655
 Standard Number: N0002411RX01704/AB PR#1400190814

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MOD 12 Funding
Cumulative Funding

MOD 13

100018 12228038
LLA :
AQ 1711611 H232 252 SB450 0 050120 2D 000000 A10000723655
Standard Number: N0002411RX01704/AB PR#1400190814

MOD 13 Funding
Cumulative Funding

MOD 14 Funding 0.00
Cumulative Funding

MOD 15

100019 1300277057
LLA :
AR 1791811 H232 253 WAWRC 0 068342 2D 000000 200378000000
Standard Number: N0002412WX20347/AA

MOD 15 Funding
Cumulative Funding

MOD 16

100020 1300292616
LLA :
AS 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001324490

MOD 16 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelvemonth period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and

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considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order). Contractor provides highly qualified personnel.

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Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. Reports are clear, accurate,

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CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
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H-5 TASK ORDER PROCESS

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NAVSEA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NAVSEA Ombudsman must be forwarded to:

Mr. Ted Ptashkin

215-897-7596

theodore.ptashkin@navy.mil

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

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SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

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

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the 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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD FORM 254 - Contract Security Classification Specification