

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE 11-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. 01581851		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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616		[X]	9A. AMENDMENT OF SOLICITATION NO.
CAGE CODE 3UWB7 FACILITY CODE 035274158			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FD07
			10B. DATED (SEE ITEM 13) 04-Aug-2008

**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) Unilateral in accordance with 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-Jun-2010

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**GENERAL INFORMATION**

The purpose of this modification is to add an increment of funding in the amount of \_\_\_\_\_ Accordingly,

1) The total amount of funds obligated to the task is hereby increased by \_\_\_\_\_ from: \_\_\_\_\_ to \_\_\_\_\_  
The total remaining unfunded balance is \_\_\_\_\_

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
300035	RDT&E			

3) The total value of the order is hereby increased by \_\_\_\_\_ from \_\_\_\_\_ to: \_\_\_\_\_

4) Section G Clause entitled "SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)" has been revised as follows:  
ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
300035			Thru 3 August 2012

5) The Accounting and Appropriation Data added to Section G is as follows:  
MOD 13

300035 01581851  
LLA :  
BR 1701319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002410WX10656/AA

6) The end of task order performance remains unchanged at 03 August 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	Engineering & Technical Services in Support of Advanced Propulsor Engineering (TBD)			
100001	Incremental Funding (OPN)			
100002	Incremental Funding (OPN)			
100003	Incremental Funding (RDT&E)			
100004	Incremental Funding (RDT&E)			
100005	Incremental Funding (RDT&E)			
100006	Incremental Funding (RDT&E)			
100007	Incremental Funding (SCN)			
100008	Incremental Funding \$28,500 (SCN)			
100009	Incremental Funding (O&MN,N)			
100010	Incremental Funding (SCN)			
100011	Incremental Funding (SCN)			
100012	Incremental Funding (SCN)			

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100013 Incremental  
Funding  
(SCN)

100014 Incremental  
Funding  
(SCN)

100015 Incremental  
Funding  
(SCN)

100016 Incremental  
Funding  
(SCN)

100017 Incremental  
Funding  
(SCN)

100018 Incremental  
Funding  
(SCN)

100019 Incremental  
Funding  
(SCN)

100020 Incremental  
Funding  
(SCN)

100021 Incremental  
Funding  
(SCN)

100022 Incremental  
Funding  
(OPN)

100023 Incremental  
Funding  
(RDT&E)

100024 Incremental  
Funding  
(SCN)

100025 Incremental  
Funding  
(SCN)

100026 Incremental  
Funding  
(RDT&E)

100027 Incremental  
Funding  
(RDT&E)

100028 Incremental  
Funding  
(RDT&E)

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100029 Incremental  
Funding  
(O&MN,N)

100030 Incremental  
Funding  
(O&MN,N)

100031 Incremental  
Funding  
(RDT&E)

100032 Incremental  
Funding  
(RDT&E)

100033 Incremental  
Funding  
SOW 3.3  
(SCN)

100034 Incremental  
Funding  
SOW 3.2  
(SCN)

100035 Incremental  
Funding  
SOW 3.5  
(SCN)

100036 Incremental  
Funding  
SOW 3.3  
(SCN)

100037 Incremental  
Funding  
SOW 3.3  
(SCN)

100038 Incremental  
Funding  
SOW 3.3  
(SCN)

100039 Incremental  
Funding  
, SOW 3.3  
(SCN)

100040 Incremental  
Funding  
SOW 3.3  
(SCN)

100041 Incremental  
Funding  
SOW 3.3  
(SCN)

100042 Incremental  
Funding  
SOW 3.3  
(SCN)

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100043 Incremental  
Funding  
SOW 3.3  
(SCN)

100044 Incremental  
Funding  
SOW 3.3  
(SCN)

100045 Incremental  
Funding  
SOW 3.3  
(SCN)

100046 Incremental  
Funding  
SOW 3.3  
(SCN)

100047 Incremental  
Funding  
SOW 3.3  
(SCN)

100048 Incremental  
Funding  
SOW 3.4  
(SCN)

100049 Incremental  
Funding  
SOW 3.4  
(SCN)

100050 Incremental  
Funding  
SOW 3.1  
(RDT&E)

100051 Incremental  
Funding  
SOW 3.1  
(SCN)

100052 Incremental  
Funding  
SOW 3.1  
(SCN)

100053 Incremental  
Funding  
SOW 3.1  
(RDT&E)

100054 Incremental  
Funding  
SOW 3.1  
(RDT&E)

100055 Incremental  
Funding  
SOW 3.3  
(SCN)

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100056 Incremental  
Funding  
SOW  
3.1 (OPN)

100057 Incremental  
Funding  
SOW 3.1  
(RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
3000	Other Direct Costs (Materials, travel, miscellaneous including applicable indirect costs) Non-Fee Bearing. (TBD)			
300001	Incremental Funding (OPN)			
300002	Incremental Funding (OPN)			
300003	Incremental Funding (RDT&E)			
300004	Incremental Funding (SCN)			
300005	Incremental Funding (SCN)			
300006	Incremental Funding (O&MN,N)			
300007	Incremental Funding (SCN)			
300008	Incremental Funding (SCN)			
300009	Incremental Funding (SCN)			
300010	Incremental Funding			

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00 (SCN)

300011 Incremental  
Funding  
(SCN)

300012 Incremental  
Funding  
(SCN)

300013 Incremental  
Funding  
(OPN)

300014 Incremental  
Funding  
(SCN)

300015 Incremental  
Funding  
(RDT&E)

300016 Incremental  
Funding  
(O&MN,N)

300017 Incremental  
Funding  
(O&MN,N)

300018 Incremental  
Funding  
(RDT&E)

300019 Incremental  
Funding  
SOW 3.2  
(SCN)

300020 Incremental  
Funding  
SOW 3.5  
(SCN)

300021 Incremental  
Funding  
SOW 3.3  
(SCN)

300022 Incremental  
Funding  
SOW 3.3  
(SCN)

300023 Incremental  
Funding  
SOW 3.3  
(SCN)

300024 Incremental  
Funding  
SOW 3.3  
(SCN)

300025 Incremental



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- Funding  
SOW 3.3  
(SCN)
- 300026 Incremental  
Funding  
SOW 3.3  
(SCN)
- 300027 Incremental  
Funding  
SOW 3.3  
(SCN)
- 300028 Incremental  
Funding  
SOW 3.4  
(SCN)
- 300029 Incremental  
Funding  
SOW 3.1  
(SCN)
- 300030 Incremental  
Funding  
SOW 3.1  
(SCN)
- 300031 Incremental  
Funding  
SOW 3.1  
(RDT&E)
- 300032 Incremental  
Funding  
SOW 3.1  
(SCN)
- 300033 Incremental  
Funding  
SOW 3.1  
(OPN)
- 300034 Incremental  
Funding  
SOW 3.1  
(RDT&E)
- 300035 Incremental  
Funding in the  
amount of  
SOW 3.2  
(RDT&E)

This is a Cost Plus Fixed Fee (CPFF) effort.

The period of performance is four (4) years.

The requirements under this effort require access to Secret Documents.

LEVEL OF EFFORT

The level of effort for the performance of this task order is based on an anticipated level of man-hours of direct labor for the entire 4 year period of performance.

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The fee percentage applied under CLIN 1000 is

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 INTRODUCTION

The contractor shall provide technical support services for the design, development, manufacture, installation, inspection, and ILS of advanced propulsors and standard Navy propellers. This technical support shall be provided to NSWCCD Codes 508, 6102, 722, 725, and 932. Support activities fall into six functional areas.

#### 2.0 BACKGROUND

PMS450 works with NSWC CD to provide oversight and technical support in the design manufacture and integrated logistics support, ILS, of the VA class propulsor, associated sub assemblies and hardware. NSWC utilizes the services and expertise of contractors to support these efforts to ensure the VA class propulsor meets performance requirements as well as mission requirements once installed.

#### 3.0 REQUIREMENTS

**3.1 Propulsor Design and Development** – This functional area involves technical support to the hydrodynamic, structural, and acoustic codes at NSWCCD involving advanced propulsor design development for Navy Submarines. The contractor shall provide design models and detailed drawings, specifications, designs and prototypes for acoustic features, inspection and tolerance requirements, and design inspection points and splines. The contractor shall also perform finite element analyses, fatigue methodology evaluations, crash-back stress analysis, manufacturability evaluations, and evaluations of hydrodynamic design surface models.

The contractor also is required to develop propeller drawings and to design propeller gauges and develop standard gauge drawings. Activities include: importing IGES files and performing surface validation, developing the cylindrical section splines, incorporating latest guidance changes from NSWC, developing the table of offsets in accordance with the Navy Standard Drawing, developing all hydrodynamic parameter values, and designing special feature details and dimensions and associated installation procedures.

This functional area also includes providing technical support to the hydrodynamic, manufacturing, and program office codes at NSWCCD involving advanced propulsor manufacturing technology for Navy Submarines. The contractor shall provide technical support and evaluations in the areas of foundry technology and practice, advanced inspection technology, and producibility improvements.

**3.2 Propulsor Prototypes** - The contractor shall design and procure prototype propulsor special features, unique inspection gauges, and specialized tooling to support NSWC testing and prototype propulsor manufacturing.

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Specific activities and the deliverables shall include:

- Verify accurate transfer of the design of record by use of Praxiteles Geometric Modeling Software and the VA Class Design Transfer Specification.
- Design gauges to satisfy dimensional requirements including 3D model of tip attachment gauges.
- Establish tolerances that will ensure that their application or use will satisfy final certification that the part is within tolerance.
- Perform Finite Element Analysis, FEA, to insure structural and shock load adequacy, or for gauges and tooling, that the distortion from use does not impact the function or the inspection results.
- Produce detailed manufacturing drawings and a procurement specification.
- Evaluate potential vendors and procure equipment based on manufacturing capabilities, delivery, and price.
- Obtain a full set of certification paperwork from manufacturer.
- Write application procedures to instruct the user.

**3.3 Propulsor Manufacturing Engineering** - This functional area involves providing technical support during the manufacture and inspection of the rotor and fixed propulsor. Technical support activities include:

- Engineering review of changes to manufacturing plans, procedures, and tooling concepts.
- Support the use of PROVAL inspection analysis software at NFPC. Modify the computer program and design files to accommodate changes to the hydrodynamic design of a rotor, and changes to required tolerances, analysis requirements, and computer output graphics.
- Review manufacturing waiver and deviation requests and provide recommendations for disposition. Evaluate and analyze hydrodynamic contour deviations and provide part specific analyses to hydrodynamic designers.
- Review and evaluate design changes in the form of Configuration Control Requests (CCRs) or Engineering Report Forms (ERF) and prepare and submit ERF/CCRs for required drawing changes.
- Evaluate manufacturer's inspection plans and proposed inspection processes for compliance with drawing I-Points and specified tolerances.
- Analyze dimensional inspection data from the Automated Propeller Optical Measurement System (APOMS) laser scanner for surface coverage, data density, and adherence to specified tolerances. Determine cropping angles for

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scans to minimize shingling, but maintain coverage.

- Evaluate tooling inspection data to certify use for hydrodynamic inspection.
  
- Using demonstrated analysis software and modeling techniques, perform computer simulations of casting solidification and provide evaluations of casting shrinkage and cooling rates to NFPC along with recommendations for improvements in mold design.
  
- Evaluate machining process plans and methodology and provide input in achieving tolerances.
  
- Provide technical support during final assembly operations. Analyze final assembly inspection data to determine as-built hydrodynamic parameter deviations. Support the use of ASQUAL analysis software.
  
- Review detailed manufacturing schedules for realism and consistency with experience, provide tracking schedules, and make recommendations for productivity improvements.
  
- Provide management and maintenance of the Configuration Control Database System, OCTANE.

**3.4 Propulsor Production Metrics** – This functional area involves the evaluation, analysis, and tracking of propulsor manufacturing and inspection data for the purpose of monitoring production processes, and documenting the as-built condition of propulsor components. Specific activities include

- Track hydrodynamic parameter and contour deviations over time on rotor and stator blades.
  
- Analyze hydrodynamic and non-hydrodynamic deviations using statistical process control parameters. Provide evaluations and recommendations regarding the findings.
  
- Identify appropriate content for VA Class As-Built Database and input data.
  
- Determine final as-built hydrodynamic parameters for blade assembly deviations using ASPAR software.

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- Compare manufactured deviations of hydrodynamic contours to those of tested LSV rotors.

**3.5 Propulsor Management and Life Cycle Support** – The contractor shall provide program management support for propulsor programs and life cycle support for advanced propulsors.

Program management activities include:

- o Risk analysis
- o Strategic plans and acquisition strategy
- o Readiness evaluations
- o Manufacturing and project schedule development
- o Manufacturing and development cost estimates.

Life cycle technical support activities include:

- o Maintenance requirements, manuals, and procedures
- o Training programs
- o Repair tooling and gauge design, drawings, and procedure development
- o ILS requirements and support of spare storage facilities
- o SRA planning, support, and inspection activities

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o Procedures, software, and forms for field and repair inspections

o Evaluation of repair and change-out facilities

#### 4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

None.

#### 5.0 DELIVERABLES

Report Name	1st Submission Date	Subsequent Submission
Propulsor Design & Development	Status report, within 60 days after contract award	Status report - Monthly
Design Models	As Required	As Required
Detailed Dwg Package	As Required	As Required
Propulsor Prototypes	Status report, within 60 days after contract award	Status report - Monthly
Detailed Manufacturing Dwgs	As Required	As Required
Manuf. Application Procedures	As Required	As Required
Propulsor Manufacturing Engineering	Status report, within 60 days after contract award	Status report - Monthly
Technical Integration and Support		Status report - Monthly
Propulsor Production Metrics	Status report, within 60 days after contract award	Status report - Monthly
Update VA Class As-Built Database	As Required	As Required
Report on Productions Metrics	Interim Reporting as requested.	Final Report 1 MO Prior to contract closeout
Propulsor Management and Life Cycle Support	Status report, within 60 days after contract award	Status report - Monthly
Manual and Procedure for Maint. Reqt.	As Required	As Required
Training Manuals and Training Program	As Required	As Required
Repair Manuals	As Required	As Required

#### 6.0 PLACE OF PERFORMANCE/TRAVEL

Place of performance: Contractors Site

Travel:

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· NSWC Carderock, West Bethesda MD 20817

· Naval Foundry and Propeller Center

Philadelphia PA

· BAE, Minneapolis MN

· NAVSEA, WNY, Washington, DC

· RRNMI, Pascagoula, MS

· EB, Groton, CT

· EB Washington Engineering Office,

Washington, DC

## **7.0 SECURITY REQUIREMENTS**

Security requirements are called out in the DD254. Classification requirements are at the SECRET level.



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## **SECTION D PACKAGING AND MARKING**

Packing and Marking shall be in accordance with Section D of the base contract.

Task Order Manager

NSWC Carderock Division

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

(301) 227-5744

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed by the Government at destination by the Task Order Manager.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

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

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000-3000	ALL	FOUR (4) YEARS

(End of clause)

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## SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

(a) Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Task Order Manager

9500 Mac Arthur Blvd  
West Bethesda, MD 20817

301-227-5744

DdI-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS  
This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

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CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) 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*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

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Issue DODAAC	N00167
Admin DODAAC	S1403A
Pay Office DODAAC	HQ0339
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	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 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/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 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 NSWCCD WAWF point of contact at (301) 227-5419 or

(End of Clause)

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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 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 non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 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.

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

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

Fee Reduction = Fee((Required LOE minus Expended LOE)divided by 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.



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(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)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
100001			Thru 3 August 2012
100002			Thru 3 August 2012
100003			Thru 3 August 2012
100004			Thru 3 August 2012
100005			Thru 3 August 2012
100006			Thru 3 August 2012
100007			Thru 3 August 2012
100008			Thru 3 August 2012
100009			Thru 3 August 2012
100010			Thru 3 August 2012
100011			Thru 3 August 2012
100012			Thru 3 August 2012
100013			Thru 3 August 2012
100014			Thru 3 August 2012
100015			Thru 3 August 2012
100016			Thru 3 August 2012
100017			Thru 3 August 2012
100018			Thru 3 August 2012
100019			Thru 3 August 2012
100020			Thru 3 August 2012
100021			Thru 3 August 2012
100022			Thru 3 August 2012
100023			Thru 3 August 2012
100024			Thru 3 August 2012
100025			Thru 3 August 2012
100026			Thru 3 August 2012
100027			Thru 3 August 2012
100028			Thru 3 August 2012
100029			Thru 3 August 2012
100030			Thru 3 August 2012
100031			Thru 3 August 2012
100032			Thru 3 August 2012
100033			Thru 3 August 2012
100034			Thru 3 August 2012
100035			Thru 3 August 2012
100036			Thru 3 August 2012
100037			Thru 3 August 2012

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100038	Thru 3 August 2012
100039	Thru 3 August 2012
100040	Thru 3 August 2012
100041	Thru 3 August 2012
100042	Thru 3 August 2012
100043	Thru 3 August 2012
100044	Thru 3 August 2012
100045	Thru 3 August 2012
100046	Thru 3 August 2012
100047	Thru 3 August 2012
100048	Thru 3 August 2012
100049	Thru 3 August 2012
100050	Thru 3 August 2012
100051	Thru 3 August 2012
100052	Thru 3 August 2012
100053	Thru 3 August 2012
100054	Thru 3 August 2012
100055	Thru 3 August 2012
100056	Thru 3 August 2012
100057	Thru 3 August 2012
300001	Thru 3 August 2012
300002	Thru 3 August 2012
300003	Thru 3 August 2012
300004	Thru 3 August 2012
300005	Thru 3 August 2012
300006	Thru 3 August 2012
300007	Thru 3 August 2012
300008	Thru 3 August 2012
300009	Thru 3 August 2012
300010	Thru 3 August 2012
300011	Thru 3 August 2012
300012	Thru 3 August 2012
300013	Thru 3 August 2012
300014	Thru 3 August 2012
300015	Thru 3 August 2012
300016	Thru 3 August 2012
300017	Thru 3 August 2012
300018	Thru 3 August 2012
300019	Thru 3 August 2012
300020	Thru 3 August 2012
300021	Thru 3 August 2012
300022	Thru 3 August 2012
300023	Thru 3 August 2012
300024	Thru 3 August 2012
300025	Thru 3 August 2012
300026	Thru 3 August 2012
300027	Thru 3 August 2012
300028	Thru 3 August 2012
300029	Thru 3 August 2012
300030	Thru 3 August 2012
300031	Thru 3 August 2012
300032	Thru 3 August 2012
300033	Thru 3 August 2012
300034	Thru 3 August 2012
300035	Thru 3 August 2012

(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

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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 100001-100057 and 300001-300035 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
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(End of Clause)

Accounting Data

SLINID	PR Number	Amount
100001	73409754	
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
100002	73409791	
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
300001	73409754	
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		
300002	73409791	
LLA :		
AA 1781810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002408WX30338/AA		

BASE Funding  
Cumulative Funding

MOD 01

100003	82246577	
LLA :		
AB 1781319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002408WX11211/AA		

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100004 82267031  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058771

100005 82287612  
 LLA :  
 AE 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058921

100006 82287596  
 LLA :  
 AF 97X4930 NH1C 000 77777 0 000167 2F 000000 081508058911

100007 82266965  
 LLA :  
 AG 97X4930 NH1C 000 77777 0 000167 2F 000000 071508044032

100008 82287560  
 LLA :  
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 081913207201

100009 82287544  
 LLA :  
 AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 081508050101

300003 82246577  
 LLA :  
 AB 1781319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002408WX11211/AA

300004 82256781  
 LLA :  
 AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081508045853

300005 82287560  
 LLA :  
 AH 97X4930 NH1C 000 77777 0 000167 2F 000000 081913207201

300006 82287544  
 LLA :  
 AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 081508050101

MOD 01 Funding -----  
 Cumulative Funding

MOD 02

100010 83525981  
 LLA :  
 AK 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000 N0002406WX20734/AC

100011 83526122  
 LLA :  
 AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

100012 83526131  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

100013 83526133  
 LLA :  
 AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100014 83526138  
 LLA :  
 AP 1791811 H230 253 WAWRH 0 068342 2D 000000 200385000000 N0002409WX20745/AA

100015 83526141  
 LLA :  
 AK 1761811 H232 253 WAWRH 0 068342 2D 000000 200795000000 N0002406WX20734/AC

100016 83526164  
 LLA :  
 AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

100017 83526167  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

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100018 83526169  
 LLA :  
 AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100019 83526172  
 LLA :  
 AP 1791811 H230 253 WAWRH 0 068342 2D 000000 200385000000 N0002409WX20745/AA

100020 83536248  
 LLA :  
 AQ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508064710

100021 83536249  
 LLA :  
 AR 97X4930 NH1C 000 77777 0 000167 2F 000000 091508062301

100022 83536250  
 LLA :  
 AS 1791810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002409WX30394/AA

300007 83526122  
 LLA :  
 AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

300008 83526131  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300009 83526133  
 LLA :  
 AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

300010 83526164  
 LLA :  
 AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

300011 83526167  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300012 83536248  
 LLA :  
 AQ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508064710

300013 83536250  
 LLA :  
 AS 1791810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002409WX30394/AA

MOD 02 Funding  
 Cumulative Funding

MOD 03

100023 83576784  
 LLA :  
 AT 97X4930 NH1C 000 77777 0 000167 2F 000000 091508065201

MOD 03 Funding  
 Cumulative Funding

MOD 04

100024 90221165  
 LLA :  
 AU 97X4930 NH1C 000 77777 0 000167 2F 000000 091202098066

MOD 04 Funding  
 Cumulative Funding

MOD 05

100025 90569733  
 LLA :  
 AV 1781811 H232 253 WAWRB 0 068342 2D 000000 200342000000

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Standard Number: N0002408WX20474/AF

100026 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

100027 90549110  
 LLA :  
 AX 97X4030 NH1C 000 77777 0 000167 2F 000000 091508066380

100028 90549104  
 LLA :  
 AY 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066702

300014 90569733  
 LLA :  
 AV 1781811 H232 253 WAWRB 0 068342 2D 000000 200342000000  
 Standard Number: N0002408WX20474/AF

300015 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

MOD 05 Funding  
 Cumulative Funding

MOD 06

100029 90631682  
 LLA :  
 AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508063123

100030 90631684  
 LLA :  
 BA 97X4030 NH1C 000 77777 0 000167 2F 000000 091913220092

100031 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

300016 90631682  
 LLA :  
 AZ 97X4930 NH1C 000 77777 0 000167 2F 000000 091508063123

300017 90631684  
 LLA :  
 BA 97X4030 NH1C 000 77777 0 000167 2F 000000 091913220092

300018 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

MOD 06 Funding  
 Cumulative Funding

MOD 07

100031 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

100032 90961948  
 LLA :  
 BB 97X4930 NH1C 000 77777 0 000167 2F 000000 091508065204

300018 90569736  
 LLA :  
 AW 97X4930 NH1C 000 77777 0 000167 2F 000000 091508066376

MOD 07 Funding  
 Cumulative Funding

MOD 08

100033 91471320

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LLA :  
BC 97X4930 NH1C 000 77777 0 000167 2F 000000 081508053862

100034 91471327

LLA :  
BD 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000 N0002409WX20348/AC

300019 91471327

LLA :  
BD 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000 N0002409WX20348/AC

MOD 08 Funding  
Cumulative Funding

MOD 09

100035 92584326

LLA :  
BE 97X4930 NH1C 000 77777 0 000167 2F 000000 081508053260

300020 92584326

LLA :  
BE 97X4930 NH1C 000 77777 0 000167 2F 000000 081508053260

MOD 09 Funding  
Cumulative Funding

MOD 10

100036 93344436

LLA :  
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

100037 93344440

LLA :  
AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

100038 93344477

LLA :  
AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100039 93344539

LLA :  
BF 1701811 H232 253 WAWRH 0 068342 2D 000000 200385000000 N0002410WX20650/AA

100040 93344541

LLA :  
BG 1701811 H230 253 WAWRH 0 068342 2D 000000 201815000000 N0002410WX20432/AA

100041 93344544

LLA :  
BH 1701811 H230 253 WAWRH 0 068342 2D 000000 201825000000 N0002410WX20432/AB

100042 93354730

LLA :  
AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

100043 93354736

LLA :  
AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

100044 93354739

LLA :  
AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

100045 93354741

LLA :  
BF 1701811 H232 253 WAWRH 0 068342 2D 000000 200385000000 N0002410WX20650/AA

100046 93354744

LLA :  
BG 1701811 H230 253 WAWRH 0 068342 2D 000000 201815000000 N0002410WX20432/AA

100047 93354746

LLA :  
BH 1701811 H230 253 WAWRH 0 068342 2D 000000 201825000000 N0002410WX20432/AB

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100048 93354748  
 LLA :  
 BJ 97X4930 NH1C 000 77777 0 000167 2F 000000 101508072691

100049 93354751  
 LLA :  
 BK 97X4930 NH1C 000 77777 0 000167 2F 000000 101508072692

100050 93354754  
 LLA :  
 BL 97X4930 NH1C 000 77777 0 000167 2F 000000 101508077210

300021 93344440  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300022 93344477  
 LLA :  
 AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

300023 93344539  
 LLA :  
 BF 1701811 H232 253 WAWRH 0 068342 2D 000000 200385000000 N0002410WX20650/AA

300024 93344541  
 LLA :  
 BG 1701811 H230 253 WAWRH 0 068342 2D 000000 201815000000 N0002410WX20432/AA

300025 93354730  
 LLA :  
 AL 1771811 H232 253 WAWRH 0 068342 2D 000000 200805000000 N0002407WX20314/AC

300026 93354736  
 LLA :  
 AM 1781811 H232 253 WAWRH 0 068342 2D 000000 200345000000 N0002408WX20474/AA

300027 93354739  
 LLA :  
 AN 1791811 H232 253 WAWRH 0 068342 2D 000000 200375000000 N0002409WX20348/AA

300028 93354748  
 LLA :  
 BJ 97X4930 NH1C 000 77777 0 000167 2F 000000 101508072691

MOD 10 Funding  
 Cumulative Funding

MOD 11

100051 00557777  
 LLA :  
 BM 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000 N0002403WX20451/AB

100052 00557795  
 LLA :  
 BM 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000 N0002403WX20451/AB

300029 00557777  
 LLA :  
 BM 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000 N0002403WX20451/AB

300030 00557795  
 LLA :  
 BM 1731711 H232 253 WAWRH 0 068342 2D 000000 231725000000 N0002403WX20451/AB

MOD 11 Funding  
 Cumulative Funding

MOD 12

100053 00765410  
 LLA :  
 BN 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

100054 00765413



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LLA :  
 BN 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

100055 00765393

LLA :  
 BP 97X4930 NH1C 000 77777 0 000167 2F 000000 091508062401

100056 00765402

LLA :  
 BQ 1701810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002410WX30333/AB

100057 00765414

LLA :  
 BN 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

300031 00765410

LLA :  
 BN 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

300032 00765393

LLA :  
 BP 97X4930 NH1C 000 77777 0 000167 2F 000000 091508062401

300033 00765402

LLA :  
 BQ 1701810 H1RC 253 SASUB 0 068342 2D 000000 RC1060000000 N0002410WX30333/AB

300034 00765414

LLA :  
 BN 1701319 H4RJ 253 SASUB 0 068342 2D 010240 F32200000010 N0002410WX11485/AA

MOD 12 Funding  
 Cumulative Funding

MOD 13

300035 01581851

LLA :  
 BR 1701319 H5YT 253 SASUB 0 068342 2D 010240 F19470000010 N0002410WX10656/AA

MOD 13 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 twelve-month 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

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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 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	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary

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Staffing	Table (see SOW or elsewhere in the Task Order). Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Table(see SOW or elsewhere in the Task Order). Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Table (see SOW or elsewhere in the Task Order). Contractor provides highly qualified personnel. 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.

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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.
Cost Reporting	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.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 Performance Requirements Summary Table

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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)

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

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

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



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

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

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

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

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

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

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

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## **SECTION J LIST OF ATTACHMENTS**

DD 254 Contract Security Classification Specification

CAR-H10 Performance Summary Table