

2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 29-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00167	7. ADMINISTERED BY (If other than Item 6) 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-FD10 10B. DATED (SEE ITEM 13) 30-Sep-2011
CAGE CODE 3UWB7	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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)	25-Sep-2014	BY _____	29-Sep-2014
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

- 1) The purpose of this modification is to extend the end of the period of performance of the task order through 29 March 2015, at no additional cost to the Government, in order to complete work associated with TI-016 only under CLIN 4200. Consideration is not being obtained from the contractor because the Government was delayed in issuing the TI which created an unrealistic timeframe to complete the effort.
- 2) The total value of the order remains unchanged at \$4,589,910.00.
- 3) The contractor is not authorized to continue performance associated with the funding cited in TI-016 until the Contracting Officer and Contracting Officer's Representative receive a copy of the signed revised technical instruction TI-016-01.

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	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	AD24	Engineering and Technical Services for Evaluating the Survivability of Submarine and Surface Ships in accordance with Section C. (Fund Type - TBD)					\$467,926.00
400001	AD24	Incremental Funding in the amount of \$23,000for TI- 001, Rev 1 (RDT&E)					
400002	AD24	Incremental Funding in the amount of \$7,093 for TI-002 (SCN)					
400003	AD24	Incremental Funding in the amount of \$10,000for TI-002-01 (SCN)					
400004	AD24	Incremental Funding in the amount of \$54,774for TI-002-01 (SCN)					
400005	AD24	Incremental Funding in the amount of \$50,000for TI-003 (RDT&E)					
400006	AD24	Incremental Funding in the amount of \$40,000for TI-004 (SCN)					
400007	AD24	Incremental Funding in the amount of \$71,500for TI-002, Rev. 03 (SCN)					
400008	AD24	Incremental Funding in the amount of \$65,261for TI-004, Rev. 2 (SCN)					
400009	AD24	Incremental Funding in the amount of \$10,000for TI-005 (SCN)					
400010	AD24	Incremental Funding in the amount of \$100,000 for TI-006 (RDT&E)					
400011	AD24	Incremental Funding in the amount of \$30,000for TI-007 (Fund Type - OTHER)					
4100	AD24	Option Year 1 - Engineering and Technical Services for Evaluating the Survivability of Submarine and Surface Ships in accordance with Section C. (Fund Type - TBD)					\$1,958,606.00
410001	AD24	Incremental funding in the amount of \$100,000.00 TI-006, Rev.1 (RDT&E)					
410002	AD24	Incremental funding in the amount of \$30,500.00 TI-004, Rev.2 (SCN)					
410003	AD24	Incremental funding in the amount of \$6,600.00 TI-002,Rev. 4 (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410004	AD24	Incremental funding in the amount of \$50,000.00 TI-008(SCN)					
410005	AD24	Incremental funding in the amount of \$62,000.00 TI-008rev 1 (SCN)					
410006	AD24	Incremental funding in the amount of \$65,000.00 TI-008rev 2 (SCN)					
410007	AD24	Incremental funding in the amount of \$10,800.00 TI-009(SCN)					
410008	AD24	Incremental funding in the amount of \$10,000.00 TI-0010 (RDT&E)					
410009	AD24	Incremental funding in the amount of \$10,000.00 TI-0011 (SCN)					
4200	AD24	Option Year 2 - Engineering and Technical Services for Evaluating the Survivability of Submarine and Surface Ships in accordance with Section C (Fund Type - TBD)					\$2,113,410.00
420001	AD24	Incremental funding in the amount of \$4,500.00 TI-012 (WCF)					
420002	AD24	Incremental funding in the amount of \$10,000.00 TI-013(WPN)					
420003	AD24	Incremental funding in the amount of \$10,000.00 TI-014(OPN)					
420004	AD24	Incremental funding in the amount of \$10,000.00 TI-015(RDT&E)					
420005	AD24	Incremental funding in the amount of \$80,000.00 TI-016(RDT&E)					
4300	AD24	Option Year 3 - Deleted during negotiations. (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$0.00
4400	AD24	Option Year 4 - Deleted during negotiations. (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD24	Other Direct Cost(material, travel, miscellaneous, including applicable other direct costs) - Non-fee bearing. This total is for all three years if all options are exercised. (Fund Type - TBD)	1.0	LO	\$49,968.00
600001	AD24	Incremental funding in the amount of \$2,000.00 TI-004,Rev.3 (SCN)			
600002	AD24	Incremental funding in the amount of \$1,950.00 TI-002,Rev.5 (SCN)			

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

The fixed fee percentage applied to the estimated costs under CLIN 4000 is CLIN 4100 is and CLIN 4200 is

The following subcontractor(s) and consultant(s) included in the contractor's proposal have been approved under this task order:

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

This is a performance-based acquisition to obtain services in support of the Navy's Submarine and Surface Ship Signatures Program and is 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 H.

1.0 INTRODUCTION

1.1 Background

The Naval Surface Warfare Center, Carderock Division (NSWCCD), Survivability and Weapons Effects Department (Code 66), is responsible for theoretical and applied research efforts to extend the understanding of the response of US Navy platforms to underwater explosions (UNDEX). Code 66 is responsible for providing the Navy with the following support: predicting the response of test vehicles, scale models, and submarines and surface ships due to UNDEX and providing engineering and technical support to UNDEX testing and shock qualification programs. Research, development and fleet support efforts are provided in the following areas: test planning, evaluation of full scale ship shock trials and component level shock qualification; development and validation of algorithms for predicting the structural dynamic response due to primary and secondary UNDEX events of ship structure and equipment including novel structural mounting systems and materials which mitigate shock response and facilitate the use of Commercial Off-the-Shelf (COTS) equipment.

1.2 Objective

The contractor shall furnish engineering and technical services to support NSWCCD in a number of discipline areas related to naval submarine and surface ship survivability and UNDEX response. The objective of the program is to develop, demonstrate, and apply improved procedures and methodologies for enhancing the overall submarine and surface ship survivability.

2.0 SCOPE OF WORK

The contractor shall provide specialized scientific, engineering, and technical services in the field of UNDEX shock qualification and ship survivability directed towards research, development, and evaluation for various submarine and surface ship programs. The support to be provided shall require expertise in the scientific and technical disciplines used in both scientific fields and multi-disciplinary engineering fields. The contractor shall provide services, materials, facilities and equipment necessary to perform specific tasks within the following general tasking areas as specified in Technical Instructions (TIs).

- 2.1** Development and application of UNDEX shock analyses of scale model test vehicles, submersible test vehicles, submarines and surface ships.
- 2.2** Development of UNDEX environment predictions.
- 2.3** Evaluation of the structural integrity of conventional and composite structures.
- 2.4** Assessment of the shock adequacy of design components.
- 2.5** Evaluation of equipment shock isolation.
- 2.6** Evaluation of emergent issues associated with naval submarine and surface ship survivability and UNDEX response.
- 2.7** Performance of ship and component shock qualification documentation review.
- 2.8** Development and preparation of Vulnerability Assessment Reports (VAR).
- 2.9** Updating the Live Fire Testing and Evaluation (LFT&E) database.

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2.10 Development and maintenance of the Total Ship Survivability Trial (TSST) Management Plan.

2.11 Participation in the TSST evaluation of ship vulnerability and survivability.

2.12 General survivability assessment support including, but not limited to, the following: vulnerability study, threat study, LFT&E reviews, damage recovery plan.

2.13 Provide assistance to Navy programmatic support personnel for shock qualification work related to new ship (e.g. OHIO Replacement Class, DDX, etc.) construction and design to ensure seamless operation of offices and support functions.

2.14 Evaluation of Full Ship Shock Trial (FSST) planning and test results with respect to LFT&E reporting.

2.15 Development and improvement of computer codes to model the UNDEX environment and ship and/or submarine response to the UNDEX environment.

3.0 DOCUMENTATION

3.1 Status Report/Monthly Progress Report

Monthly progress reports shall be submitted to the Contracting Officer's Representative (COR) describing, by task area, efforts performed, deliverables provided, and funds expended in the previous month.

3.2 Data Requirements

Technical data requirements shall be specified in each TI. The type of data to be generated shall include, but not be limited to: status reports, test plans, test procedures, high-impact shock test procedures, shock test reports, shock test extension requests, technical reports and presentation material.

4.0 CONFERENCES AND MEETINGS

The contractor shall be available to attend meetings at various government and DoD contractor facilities including: Washington D.C.; West Bethesda, MD; Aberdeen, MD; Groton, CT; New York, NY; Newport News, VA; Philadelphia, PA; Arvonnia, VA; Rustburg, VA; and various shipyard and test facility locations.

5.0 FACILITIES

The contractor shall provide and maintain on-site facilities that meet the following requirements:

- Communication capability including a facsimile machine, two phones, and Internet access.
- Access to drafting/CAD stations and microfiche reaching machines.
- Document processing capability with access to black and white and color printing and copying equipment.
- Access to Classified document processing equipment.
- Conference Room with the ability to accommodate at least 20 people.

In accordance with DoDINST 8510.01, DoD 5220.11-M, and DTM 08-127, contractor must ensure information systems that will be used for processing Navy data are accredited by the proper authority (DSS for classified, NAVNETWARCOM for unclassified) prior to use. Proper accreditation must be maintained for the duration of this contract. Proof of accreditation must be provided to the Navy on request.

6.0 SECURITY REQUIREMENTS

During the performance of this contract, the contractor may be required to have access to and may be required to receive, generate and store information classified to the level of SECRET as indicated on the attached DD Form 254 – Contract Security Classification Specification. Therefore, contractor facilities and required personnel used in support of this contract shall have a security clearance at the SECRET level.

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All deliverables associated with this Statement of Work are “Unclassified” unless otherwise specified in TIs.

7.0 PERSONNEL

The level of effort for the performance of this task order is based upon 36,150 person-hours of direct labor distributed over a three (3) year period of performance (including option CLINs 4100 - 4200). Regardless of the offeror's labor categories (including those of any subcontractor), each offeror must base his labor costs on personnel fitting the following labor categories. The following table summarizes the labor categories and hours per year:

	Hours Year 1	Hours Year 2	Hours Year 3
<u>Key Personnel</u>			
Program Manager			
Project Manager			
Senior Analyst			
Senior Engineer			
<u>Non-Key Personnel</u>			
Analyst (Structural Dynamics)			
Analyst (Structural Dynamics) - Govt Site			
Analyst (Shock Qualification)			
Technical Writer			
Word Processor			
Total			

7.1 Key Personnel - The following key personnel and the target education and experience levels for their positions shall be provided for performance of this Task Order:

7.1.1 Program Manager (1 resume): Should have a BS degree in engineering and 10 years experience in UNDEX shock qualification, testing and ship survivability programs and at least 5 years supervisory experience. The Program Manager should demonstrate experience in the supervision and management of these programs and must have direct experience in setting and maintaining overall program schedules, budgets, and program reporting.

7.1.2 Project Manager (1 resume): Should have a BS degree in engineering and 7 ½ years experience in UNDEX shock qualification, testing and ship survivability projects and at least 2 ½ years supervisory experience. The Project Manager should demonstrate experience in the supervision and management of these projects and have direct experience in setting and maintaining project schedules, budgets, and project reporting. This experience should include demonstrated ability to technically, administratively, and contractually coordinate projects with a variety of engineering and project requirements.

7.1.3 Senior Analyst (1 resume): Should have a PhD, in Applied Mechanics or Structural Engineering and 15 years experience in applied mechanics and structural engineering. The Senior Analyst should demonstrate experience in the generation of software codes to solve applied mechanics and structural engineering problems. In addition, the Senior Analyst should demonstrate experience in the generation of finite element meshes for ships, effective modeling of fluid-structure interaction and UNDEX loading phenomena. Should demonstrate a familiarity with codes including, but not limited, to NASTRAN, DYNA, ABAQUS, EPSA, USA. The Senior Analyst should be available to support submarine and surface ship UNDEX trials and component shock qualification testing.

7.1.4 Senior Engineer (1 resume): Should have an advanced degree, preferably a PhD, in Applied Mechanics or Structural Engineering and 15 years experience in computational shock and acoustic physics. The Senior Survivability Engineer should demonstrate experience in interpreting ship, equipment and material specifications and Project Peculiar Documents. A working knowledge of MIL-S-901 Requirements for Shock Tests, H.I. (High-

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Impact); Shipboard Machinery, Equipment and Systems should be demonstrated. The senior engineer should have the ability to review ship plans for shock applicability and must demonstrate an understanding of the different grades of shock, test methods, extension methodology and analysis techniques necessary to shock qualify ship equipment and systems. The Senior Survivability Engineer should be available to support submarine and surface ship UNDEX trials and component shock qualification testing.

7.2 Non-Key Personnel – Offerors are not required to submit resumes for these positions. However, offerors are required to include a statement in their proposal as to whether they do have such personnel available for work under the resultant contract that meet the stated qualifications, including whether or not each non-key personnel labor category has an individual with a Secret clearance.

7.2.1 Analyst (Structural Dynamics) (2 persons): Shall have a BS in Applied Mechanics or Structural Engineering and 5 years experience in analyzing structural dynamics problems related to weapons effects. The Analyst shall have experience in working with teams to generate finite element meshes for ships, model fluid-structure interaction and UNDEX loading phenomena. Must have a familiarity with codes including, but not limited, to NASTRAN, DYNA, ABAQUS, EPSA, USA. The Analyst shall be available to support submarine and surface ship UNDEX trials and component shock qualification testing.

7.2.2 Analyst (Shock Qualification) (2 persons): Shall have a BS degree in engineering and 5 years experience in shock qualification of ship components. The analyst shall have experience in interpreting ship, equipment and material specifications and Project Peculiar Documents. Shall have a working knowledge of MIL-S-901 – Requirements for Shock Tests, H.I. (High-Impact); Shipboard Machinery, Equipment and Systems. The Analyst shall have the ability to review ship plans for shock applicability and must have an understanding of the different grades of shock, test methods, extension methodology and analysis techniques necessary to shock qualify ship equipment and systems.

7.2.3 Technical Writer (1 person): Shall have a high school diploma and 1 year of experience. Requires the ability to create a technical document including, but not limited, to test procedures, test reports and ship specifications. The Technical Writer shall have a knowledge of specialized and technical terminology necessary to prepare concise and accurate document which pertain to UNDEX qualification of ships.

7.2.4 Word Processor (1 person): Shall have a high school diploma and 1 year of experience. Requires a knowledge of varied and advanced functions of different types of software in order to perform such typical duties as : editing and reformatting written or electronic drafts, word processing, creating/editing spreadsheets, and creating presentation materials. The Word Processor shall have a knowledge of specialized, technical, or scientific terminology necessary to prepare concise and accurate documents which pertain to UNDEX qualification of ships.

8.0 Contractor Personnel Identification

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

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SECTION D PACKAGING AND MARKING

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

DODACC: N00167

Code 6630
Naval Surface Warfare Center
Carderock Division
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

All deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed at destination by the Contracting Officer's Representative (COR)

DODACC: N00167

Code 6630
Naval Surface Warfare Center
Carderock Division
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/30/2011 - 9/29/2012
4100	9/29/2012 - 9/29/2013
4200	9/29/2013 - 9/29/2014
6000	9/30/2012 - 9/29/2014

SECTION F DELIVERABLES 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
4000	ALL	Two (2) years after effective date of the task order assuming incremental funding is provided
4100 assuming	ALL	One (1) year after effective date of the option exercise incremental funding is provided
4200 assuming	ALL	One (1) year after effective date of the option exercise incremental funding is provided
		**Mod 13 extends to 29 March 2015 for TI-016 only.
6000	ALL	Three (3) years after effective date of the task order assuming incremental funding is provided and all options are exercised

(End of clause)

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SECTION G CONTRACT ADMINISTRATION DATA

G17S COR APPOINTMENT (JUN 2010)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

DODACC: N00167

Code 6630
Naval Surface Warfare Center
Carderock Division
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

(b) The COR is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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 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

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Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee x ((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.(End of Clause)

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

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(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

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:

(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 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 from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
\$4,589,910	\$80,000	\$844,978	\$924,978	\$3,664,932

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

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

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

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

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

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S1403A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N00167</u>
Ship To DODAAC	<u>N00167</u>
DCAA Auditor DODAAC	<u>HAA47F</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>Destination</u>
Acceptance Location	<u>Destination</u>

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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's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

Accounting Data

```

SLINID   PR Number                Amount
-----
400001   12661673                    25000.00
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 111661010910

```

BASE Funding 25000.00
Cumulative Funding 25000.00

MOD 01

```

400002   1300254958                    7093.00
LLA :
AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001093064

```

MOD 01 Funding 7093.00
Cumulative Funding 32093.00

MOD 02

```

400003   1300253569                    10000.00
LLA :
AC 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000
Standard Number: N0002412WX20732/AA

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400004   1300267830                    54774.00
LLA :

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AC 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000
Standard Number: N0002412WX20732/AA

400005 1300263873 50000.00
LLA :
AD 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001153986

400006 1300267848 40000.00
LLA :
AC 1791811 H232 253 WAWRN 0 068342 2D 000000 200371000000
Standard Number: N0002412WX20732/AA

MOD 02 Funding 154774.00
Cumulative Funding 186867.00

MOD 03

400007 1300276109 71500.00
LLA :
AE 1781811 H232 253 WAWRN 0 068342 2D 000000 200341000000
Standard Number: N0002412WX20731/AA

400008 1300281053 67211.00
LLA :
AF 1781811 H232 253 WAWRN 0 068342 2D 000000 200341000000
Standard Number: N0002412WX20732/AA

400009 1300276910 10000.00
LLA :
AG 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001243101

400010 1300281060 100000.00
LLA :
AH 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001269502

400011 1300289858 30000.00
LLA :
AJ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001313531

MOD 03 Funding 278711.00
Cumulative Funding 465578.00

MOD 04

410001 1300298300 100000.00
LLA :
AK 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001353049

MOD 04 Funding 100000.00
Cumulative Funding 565578.00

MOD 05

400001 12661673 (2000.00)
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 111661010910 111661010910

400008 1300281053 (1950.00)
LLA :
AF 1781811 H232 253 WAWRN 0 068342 2D 000000 200341000000
Standard Number: N0002412WX20732/AA

410002 1300308241 30500.00
LLA :
AL 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001431437

410003 1300308242 6600.00
LLA :
AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001431439

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410004 1300309760 50000.00
 LLA :
 AN 1721611 H232 252 SB450 0 050120 2D 000000 A00001446732

600001 12661673 2000.00
 LLA :
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 111661010910 111661010910

600002 1300281053 1950.00
 LLA :
 AF 1781811 H232 253 WAWRN 0 068342 2D 000000 200341000000
 Standard Number: N0002412WX20732/AA

MOD 05 Funding 87100.00
 Cumulative Funding 652678.00

MOD 06

410005 1300341554 62000.00
 LLA :
 AP 1721611 H232 252 SB450 0 050120 2D 000000 A00001662781

MOD 06 Funding 62000.00
 Cumulative Funding 714678.00

MOD 07

410006 1300331041 65000.00
 LLA :
 AQ 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001588508

410007 1300332364 10800.00
 LLA :
 AR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001597658

MOD 07 Funding 75800.00
 Cumulative Funding 790478.00

MOD 08

410008 1300350092 10000.00
 LLA :
 AS 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001726016

410009 1300354177 10000.00
 LLA :
 AT 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001755061

MOD 08 Funding 20000.00
 Cumulative Funding 810478.00

MOD 09

420001 1300369140 4500.00
 LLA :
 AU 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001843061

MOD 09 Funding 4500.00
 Cumulative Funding 814978.00

MOD 10 Funding 0.00
 Cumulative Funding 814978.00

MOD 11

420002 130040514800001 10000.00

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LLA :
AV 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002141645

420003 130040545200001 10000.00

LLA :
AW 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002142967

420004 130040545300001 10000.00

LLA :
AX 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002142968

MOD 11 Funding 30000.00
Cumulative Funding 844978.00

MOD 12

420005 130041706500001 80000.00

LLA :
AY 1741319 H4RJ 252 SB397 0 050120 2D 000000 A00002230995

MOD 12 Funding 80000.00
Cumulative Funding 924978.00

MOD 13 Funding 0.00
Cumulative Funding 924978.00

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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 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.

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(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).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are	Contractor provides highly qualified personnel. Contractor reassigns personnel to

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	regularly.	managed per individual task order policy.	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	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

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		manner. No major resource management problems are apparent.	resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
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.	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

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), 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 NSWCCD 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 theNSWCCD Ombudsman must be forwarded to:

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

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(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

NOTE: REGARDING 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), TEAMING ARRANGEMENT WITH ANY FIRM NOT INCLUDED IN THE CONTRACTOR'S BASIC IDIQ CONTRACT MUST BE SUBMITTED TO THE BASIC MAC CONTRACTING OFFICER FOR APPROVAL. TEAM MEMBER (SUBCONTRACT) ADDITIONS AFTER TASK ORDER AWARD MUST BE APPROVED BY THE TASK ORDER CONTRACTING OFFICER.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of—

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM

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No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified.

The Government may conduct additional tests—

(1) At the installation site or contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

(End of Text)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Requirements Summary Table

Attachment 2 - DD254 Contract Security Classification Specification