

<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 28-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. 92371641		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-L602
	10B. DATED (SEE ITEM 13) 16-Aug-2007
CAGE CODE 3UWB7	FACILITY CODE 035274158

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to extend the term of the contract

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 _____ (Signature of Contracting Officer)	28-Aug-2009

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to exercise Option Year TWO from 27 August 2009 through 15 August 2010 and provide incremental funding. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	OTHER			

The total value of the order is hereby increased by \$0.00 from

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 1 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**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	BASE PERIOD - Environmental Testing Services (TWELVE (12) MONTHS DURATION) (TBD)				
100001	Funding Document 72196313 (TBD)				
100002	80132683 FUNDING FOR LABOR (TBD)				
100003	FUNDING DOCUMENT 81357493 FOR LABOR IAW SOW CK3TV & CK16TV ENVIRONMENTAL TESTING (TBD)				
100004	FUNDING DOCUMENT 81823833 FOR LABOR IAW SOW CK3TV & CK16TV ENVIRONMENTAL TESTING (TBD)				
100006	FUNDING DOCUMENT 81854449 FOR LABOR IAW SOW CK3TV & CK16TV ENVIRONMENTAL TESTING (TBD)				
100008	FUNDING DOCUMENT 82138966 FOR LABOR IAW SOW CK3TV & CK16TV ENVIRONMENTAL TESTING (TBD)				
100009					
1100	OPTION PERIOD 1 - Environmental Testing Services ((10) MONTHS DURATION) (OTHER)				
110001	82704933 FUNDING FOR LABOR CLIN 1100, LCS WATER JET SYSTEM (OTHER)				

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 2 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

110002 90211171 FUNDING  
FOR LABOR CLIN  
1100, PROVIDED  
FOR AEIS  
CK3TV/CK16TV  
CAMERA SYSTEM  
TRAVEL (OTHER)

110003 91123619 FUNDING  
FOR LABOR CLIN  
1100, FOR  
ENVIRONMENTAL  
TESTING SERVICES  
FOR AEGIS  
CK3TV/CK16TV  
CAMERAL SYSTEM  
(OTHER)

110004 91731433 FUNDING  
FOR LABOR CLIN  
1100, FOR  
ENVIRONMENTAL  
(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
3000	BASE PERIOD ODC - for Technical Travel and Non-travel Material only per Section L herein (fee does not apply to ODC) (TBD)	
300001	73177227 FUNDING FOR ODC (TBD)	
300002	80132684 FUNDING FOR ODC (TBD)	
300003	81498865 FUNDING FOR ODC (TBD)	
300004	81833990 FUNDING FOR ODC (TBD)	
300005	82138974 FUNDING FOR ODC (TBD)	
3100	OPTION PERIOD 1 ODC - for Technical Travel and Non-travel Material only per Section L herein (fee does not apply to ODC) (TBD)	

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 3 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

310001 FUNDING DOCUMENT  
82694422 FOR CLIN  
3100 (ODC) LCS  
WATER JET SYSTEM  
(TBD)

310002 FUNDING DOCUMENT  
82704938 FOR CLIN  
3100 (ODC) LCS  
WATER JET SYSTEM  
(TBD)

310003 FUNDING DOCUMENT  
82704924 FOR CLIN  
3100 (ODC) LCS  
WATER JET SYSTEM  
(TBD)

310004 FUNDING DOCUMENT  
90211159 FOR CLIN  
3100 (ODC) FOR  
CONTRACTOR  
TECHNICAL TRAVEL  
FOR AEGIS  
CK3TV/CK16TV  
CAMERA SYSTEM AND  
NON-TRAVEL  
MATERIAL PER  
SECTION L (TBD)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	OPTION PERIOD 2 - Environmental Testing Services (TWELVE (12) MONTHS DURATION) (TBD)			
400001	FUNDING DOCUMENT 92371641 FOR LABOR CLIN 4000 (OTHER)			
4100	OPTION PERIOD 3 - Environmental Testing Services (TWELVE (12) MONTHS DURATION) (TBD) Option			
4200	OPTION PERIOD 4 - Environmental Testing Services (TWELVE (12) MONTHS DURATION) (TBD) Option			

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 4 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
6000	OPTION PERIOD 2 ODC - for Technical Travel and Non-travel Material only per Section L herein (fee does not apply to ODC) (TBD)			
6100	OPTION PERIOD 3 ODC - for Technical Travel and Non-travel Material only per Section L herein (fee does not apply to ODC) (TBD) Option			
6200	OPTION PERIOD 4 ODC - for Technical Travel and Non-travel Material only per Section L herein (fee does not apply to ODC) (TBD) Option			

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

CLIN 1000, 1100, 4000, 4100, 4200 and all SLINs, if any, referenced under CLIN 1000, 1100, 4000, 4100, 4200 of this task order are the estimated Cost Plus Fixed Fee (CPFF) for labor to perform the services in the Performance Work Statement (PWS), provided in Section C.

CLIN 3000, 3100, 6000, 6100, 6200 and all SLINs, if any, referenced under CLIN 3000, 3100, 6000, 6100, 6200 of this task order are Other Direct Cost (ODC) (Fee not authorized).

The base period of the task order will be Cost Plus Fixed Fee (CPFF) and, if exercised, the Option periods will be Cost Plus Fixed Fee (CPFF).

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 5 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

For Section C - Statement of Work please see Section J, Attachment (1) Performance Work Statement (PWS).

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 6 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

Packaging and Marking in accordance with Section D of SeaPort-e Multiple Award IDIQ contract.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 7 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

CLINs 1000, 3000 (Base Period), AND (IF OPTIONS ARE EXERCISED) CLINs 1100 and 3100 (Option Year One); 4000 and 6000 (Option Year Two); 4100 and 6100 (Option Year Three); and 4200 and 6200 (Option Year Four).

Inspection and Acceptance in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard.

### Task Order Performance Standard

Required reports and other status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number	Rating
5	Exceptional
4	Very Good
3	Satisfactory
2	Marginal
1	Unsatisfactory

Task Order acceptance under this portion of the Performance Standard will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of “Meets Expectation” or better.

### Rating Definitions:

**Exceptional - Significantly Exceeds Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

**Very Good - Exceeds Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

**Satisfactory - Meets Expectation:** Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

**Marginal - Barely Meets Expectation:** Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

**Unsatisfactory - Fails to Meet Expectation:** Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

### GENERAL DELIVERABLES

For GENERAL DELIVERABLES, the required reports and other status reports listed under Paragraph 94.00 of the PWS in Section C shall meet the requirements described therein, and shall be submitted to the Task Order Manager. The required reports and other status reports shall be assessed for quality assurance purposes in accordance with (IAW) the above evaluation system.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 8 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

#### TECHNICAL DELIVERABLES

For TECHNICAL DELIVERABLES, the required test plans and test reports and all other CDRLs listed under paragraph 10.00 of the PWS in Section C and referenced in Section J shall be submitted to the Task Order Manager IAW the distribution list for each CDRL, and shall be assessed for quality assurance purposes IAW the above evaluation system.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 9 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following CLINs are from date of task order award through 12 months thereafter, estimated at:

CLIN 1000 Base Year: 16 August 2007 through 31 March 2009\*

CLIN 3000 Base Year: 16 August 2007 through 31 March 2009\*

**\* Period of Performance was extended to allow completion of the J-6 Camera environmental testing only. No other testing/task shall be performed during the extension.**

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

CLIN 1100 Option Year One: 30 September 2008 through 15 August 2009

NOTE: The Period of Performance for funding under SLIN 110001 was extended through 31 December 2009 to allow completion of task.

CLIN 3100 Option Year One: 30 September 2008 through 15 August 2009

NOTE: The Period of Performance for funding under SLIN 310001 was extended through 31 December 2009 to allow completion of task.

CLIN 4000 Option Year Two: 16 August 2009 through 15 August 2010

CLIN 6000 Option Year Two: 16 August 2009 through 15 August 2010

CLIN 4100 Option Year Three: 16 August 2010 through 15 August 2011

CLIN 6100 Option Year Three: 16 August 2010 through 15 August 2011

CLIN 4200 Option Year Four: 16 August 2011 through 15 August 2012

CLIN 6200 Option Year Four: 16 August 2011 through 15 August 2012

Clauses will be incorporated in accordance with Section F of the Multiple Award basic contract.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 10 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### DISTRIBUTION LIST FOR DELIVERABLES UNDER THIS ORDER

Test Plans, Test Reports, Monthly Status Reports  
FOUR (4) COPIES OF EACH CDRL TO:  
Task Order Manager

Naval Surface Warfare Center - PHD  
Code A43  
4363 Missile Way, Building 1153  
Port Hueneme, CA 93043-0001  
Email: \_\_\_\_\_  
(805) 228-5744  
ONE (1) COPY OF EACH CDRL TO:  
Alternate Task Order Manager

Naval Surface Warfare Center - PHD  
Code A43  
4363 Missile Way, Building 1153  
Port Hueneme, CA 93043-0001  
Email: \_\_\_\_\_  
(805) 228-7424  
ONE (1) COPY OF EACH CDRL TO:  
Program Manager

PEO IWS 1A1  
2 ISAAC HULL AVE SE  
WASHINGTON NAVY YARD,  
WASHINGTON, DC 20376  
Email: \_\_\_\_\_  
ONE (1) COPY OF EACH CDRL TO:  
MIL-S-901D APPROVING OFFICIAL

NAVSEASYS COM CODE 05P3  
1333 ISAAC HULL AVE SE  
WASHINGTON NAVY YARD,  
WASHINGTON, DC 20376  
Email: \_\_\_\_\_  
(202) 781-2001

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 3 (Offeror to fill-in) 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\_\_\_\_\_ (Offeror to fill-in) 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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 11 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an under run 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 12 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

POINTS OF CONTACT

(DO NOT USE THE FOLLOWING LIST FOR DISTRIBUTION OF DELIVERABLES)

Contracting Officer

Acquisition Division, NSWC PHD  
4363 Missile Way  
Port Hueneme, CA 93043

(805) 228-0604  
Contract Specialist

Acquisition Division, NSWC PHD  
4363 Missile Way  
Port Hueneme, CA 93043

(805) 228-8807  
Task Order Manager

Naval Surface Warfare Center - PHD  
Code A43  
4363 Missile Way, Building 1153  
Port Hueneme, CA 93043-0001  
Email: \_\_\_\_\_  
(805) 228-5744

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

Accounting Data  
SLINID PR Number Amount  
-----  
100001 N63394-72196313  
LLA :  
AA 97X4930 NH1K 000 77777 063394 2F 000000 Y9R7A41BTPTR

BASE Funding  
Cumulative Funding

MOD 01

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4066	L602	13	13 of 21	

100002 N63394-73177227  
 LLA :  
 AB 97X4930 NH1K 000 77777 063394 2F 000000 Q7B8A41A4998

MOD 01 Funding  
 Cumulative Funding .....

MOD 02

300001 73177227  
 LLA :  
 AB 97X4930 NH1K 000 77777 063394 2F 000000 Q7B8A41A4998  
 73177227 FUNDING PROVIDED FOR ODC  
 THIS FUNDING WAS INCORPORATED VIA MOD 01 UNDER THE LABOR CLIN 1000. THE CORRECT  
 CLIN IS ODC CLIN 3000

MOD 02 Funding  
 Cumulative Funding

MOD 03

100002 80132683  
 LLA :  
 AC 97X4930 NH1K 000 77777 063394 2F 000000 W9H8A41BTWRT  
 80132683 FUNDING FOR LABOR

300002 80132684  
 LLA :  
 AC 97X4930 NH1K 000 77777 063394 2F 000000 W9H8A41BTWRT  
 80132684 FUNDING FOR ODC

MOD 03 Funding  
 Cumulative Funding

MOD 04

100003 81357493  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071911000599  
 FS: DWCF OT, FUNDS EXP: 9/30/2008  
 JON: 19W8A43KVCAM  
 SON: N6554008WX00057  
 SAN: AA

300003 81498865  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071911000599  
 81498865 FUNDING FOR ODC

MOD 04 Funding  
 Cumulative Funding

MOD 05

100004 81823833  
 LLA :  
 AE 97X4930 NH1K 000 77777 063394 2F 000000 SGS8A43KVCAM  
 81823833 FUNDING FOR LABOR

100006 81854449  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071911000599  
 81854449 FUNDING FOR LABOR

100008 82138966  
 LLA :  
 AF 97X4930 NH1C 000 77777 0 000167 2F 000000 071669020511  
 82138966 FUNDING FOR LABOR

300004 81833990  
 LLA :  
 AD 97X4930 NH1C 000 77777 0 000167 2F 000000 071911000599

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4066	L602	13	14 of 21	

81833990 FUNDING FOR ODC

300005 82138974

LLA :

AF 97X4930 NH1C 000 77777 0 000167 2F 000000 071669020511

82138974 FUNDING FOR ODC

MOD 05 Funding

Cumulative Funding

MOD 06

110001 N63394-82704933

LLA :

AG 9780400 8BHA 253 SASHP 0 068342 2D 175060 TN0760000000

JON; 32D8A43SHOCK/FSN: N0002408RX13008 82704933 FUNDING SUPPORTS CLIN 1100 (LABOR);

LCS WATER JET SYSTEM

310001 N63394-82694422

LLA :

AH 97X4930 NH1C 000 77777 000167 2F 000000 071669020511

82694422 FUNDING FOR 3100 (ODC) LCS WATER JET SYSTEM

310002 N63394-82704938

LLA :

AG 9780400 8BHA 253 SASHP 0 068342 2D 175060 TN0760000000

82704938 FUNDING SUPPORTS 3100 (ODC) LCS WATER JET SYSTEM

310003 N63394-82704924

LLA :

AG 9780400 8BHA 253 SASHP 0 068342 2D 175060 TN0760000000

82704924 FUNDING FOR CLIN 3100 (ODC) IN SUPPORT OF LCS WATER JET SYSTEM

MOD 06 Funding

Cumulative Funding

MOD 09

110002 90211171

LLA :

AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 091911050199

FS: DWCF DWCF OT

EXP DATE: 9/30/2009

WCD: 9/30/2009

FDN: N6554009WX00044

FUNDING FOR CONTRACTOR TECHNICAL TRAVEL FOR AEGIS CK3TV/CK16TV CAMERA SYSTEM

310004 90211159

LLA :

AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 091911050199

FS: DWCF DWCF OT

EXP DATE: 9/30/2009

WCD: 9/30/2009

FD: N6554009WX00044

FUNDING FOR CLIN 3100 (ODC) PROVIDED FOR CONTRACTOR TECHNICAL TRAVEL FOR AEGIS

CK3TV/CK16TV CAMERA SYSTEM AND NON-TRAVEL MATERIAL ONLY PER SECTION L

MOD 09 Funding

Cumulative Funding

MOD 10

110003 91123619

LLA :

AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 091911050199

FS: DWCF

FUNDING DOC: N6554009WX00044

FED: 9/30/2009

WCD: 9/30/2009

LABOR FUNDING FOR ENVIRONMENTAL TESTING SERVICES FOR AEGIS CK3TV/CK16TV CAMERA

SYSTEM

MOD 10 Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4066	L602	13	15 of 21	

Cumulative Funding

MOD 12

110004 91731433

LLA :

AJ 97X4930 NH1C 000 77777 0 000167 2F 000000 091911050199

FS: DWCF

FUNDING DOC: N6554009WX00044

FED: 9/30/2009

WCD: 9/30/2009

LABOR FUNDING FOR ENVIRONMENTAL TESTING SERVICES

MOD 12 Funding

Cumulative Funding

MOD 13

400001 92371641

LLA :

AG 9780400 8BHA 253 SASHP 0 068342 2D 175060 TN0760000000

FS: RDDD

FUNDING DOC: N0002408RX13008

FED: 9/30/2009

WCD: 9/30/2009

FUNDING FOR LABOR CLIN 4000

MOD 13 Funding

Cumulative Funding :

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 16 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

Special contract requirements (Section H Clauses) shall be in accordance with Section H of the SeaPort-e Multiple Award IDIQ contracts and as described below:

### NAVSEA 5252-237-9106 SUBSTITUTIONS OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of this contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

### ADDITIONAL INFORMATION:

The offeror is required to submit, as part of its cost proposal narrative, a statement that certifies that all rates proposed for this effort are the same as the rates proposed under their SeaPort-e contract. If rates are different, an adequate explanation is required. This requirement flows down to any proposed subcontract effort.

### PHD NSWC LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

### CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at: <http://cpars.navy.mil>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and may be extended on a case by case basis. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (but not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past performance information for use in making

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 17 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at [www.ppirs.gov](http://www.ppirs.gov). Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 18 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

In accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of option 1 of the basic IDIQ contract.

CLINs and corresponding dates will be filled-in at Task Order Award.

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

The following clauses are incorporated by reference:

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)

52.222-41 Service Contract Act (1965)

52.248-1 Value Engineering (FEB 2000)

252.215-7003 EXCESSIVE PASS-THROUGH CHARGES –

IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007)

(a) Definition. “Excessive pass-through charge,” as used in this provision, is defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS 252.215-7004).

(b) General. The offeror’s proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor (s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 19 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

(a) Definitions. As used in this clause—

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 20 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. L602	AMENDMENT/MODIFICATION NO. 13	PAGE 21 of 21	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT (1) - PWS  
ATTACHMENT (2) - CDRLS A001 THROUGH A014