

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 08-May-2014	4. REQUISITION/PURCHASE REQ. NO. 1300420874	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S1403A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1706
brenda.hargrow@navy.mil 401-832-1527

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-N404
	10B. DATED (SEE ITEM 13) 28-Sep-2012
CAGE CODE 3UWB7	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	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: Bilateral FAR 52.232-22, 'Limitation of Funds' and FAR 43.103(a) Administrative
<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) Anita M. Wray, Lead Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jessica L Brule, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Anita M. Wray (Signature of person authorized to sign)	15C. DATE SIGNED 09-May-2014	16B. UNITED STATES OF AMERICA BY /s/Jessica L Brule (Signature of Contracting Officer)	16C. DATE SIGNED 09-May-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

Distribution: KR, 0221, HQ0339, 253/R. Leduc, 25B/A. Ring, 25B/J. Nold, NAVAL SEA SYSTEMS COMMAND, 1333 ISAAC HULL AVENUE S.E., WASHINGTON, D.C. 20376, NAVSEA CODE PMS450A29, ATTN: S.MCKAY

FSC: R425

NUWCDIVNPT Control Number: 142088

NUWCDIVNPT Requisition Number(s): 1300421127 and 1300420874

NUWCDIVNPT POC for this modification is: Brenda D. Hargrow (See Block 6 of the Task Order cover page for email address and telephone number.)

This modification incorporates by reference Technical Instructions #

TI-N000178-04-D-4066-N404 #13, Rev. N/A (for SLIN 411007)

TI-N000178-04-D-4066-N404 #12, Rev. N/A (for SLIN 411008)

The purpose of this modification is to

1. Provide additional funding.
2. Extend the Period of Performance for CLINs 4110/6110 and 4210
3. Revise Clauses as listed below

SECTION B - Establish new SLINs 411007 and 411008.

SECTION F -

1. Revise Clause F1S to change Option #2 (CLINs 4110/6110) Period of Performance from: 09/19/13 - 05/19/14 to **09/19/13 - 09/18/14.**
2. Revise Clause F1S to change Option #3 (CLIN 4210) Period of Performance from: **11/06/13 - 05/19/14** to **11/06/13 - 09/18/14.**

SECTION G - Accounting and Appropriation Data. LLA: **AP/411007 and AO/411008** are added by this modification.

SECTION H - Revise Clause 5252.232-9104 "ALLOTMENT OF FUNDS (JAN 2008)" to reflect additional funds from \$1,788,802.10 by \$208,000.00 to \$1,996,802.10.

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 Technical Support Services, Code 253 \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4100	R425	Base Period, Labor (RDT&E)				\$2,165,703.00	
410001	R425	AA \$189,808.02 (\$190,000.00 - \$191.98 in Mod 11) (TI-001, Sponsor:NAVSEA PMS450 Tech Code: 253, FY of Funding: 2012) (RDT&E)					
410002	R425	AB \$328,951.15 (\$332,300.00 - \$3,348.85 in Mod 11), TI 4066-N404, #2, Rev N/A, Sponsor: NAVSEA, PMS450 & PMS397, Code: 253, FY of funding: 2013. (RDT&E)					
410003	R425	AC \$224,258.47 (\$234,000.00 - \$9,741.53 in Mod 11), TI 4066-N404, #2, Rev N/A, Sponsor: NAVSEA, PMS450 & PMS397, Code: 253, FY of funding: 2013. (RDT&E)					
410004	R425	AD \$261,779.43 (\$262,000.00-\$220.57 in Mod 11), TI 4066-N404, #2, Rev N/A, Sponsor: NAVSEA, PMS450 & PMS397, Code:					

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253, FY of
funding: 2013.
(RDT&E)

410005 R425 AF \$49,065.93
(\$70,000.00-20,93
4.07 in Mod 11)
(TI-N00178-04-D-4
066-N404 #4, Rev,
N/A, Sponsor:
COMOPTEVFOR Code
30; Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2013)
for OHIO
Replacement
testing (RDT&E)

410006 R425 AF \$0.00
(\$6,000.00 -
\$6,000.00 in Mod
11)
(TI-N00178-04-D-4
066-N404 #4, Rev,
N/A, Sponsor:
COMOPTEVFOR Code
30; Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2013)
for ARCI testing
(RDT&E)

410007 R425 AF \$4,475.70
(\$19,000.00 -
\$14,524.30 in Mod
11)
(TI-N00178-04-D-4
066-N404 #4, Rev,
N/A, Sponsor:
COMOPTEVFOR Code
30; Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2013)
for Virginia
Class Testing
(RDT&E)

4110 R425 Option 2, Labor \$2,611,077.00
(RDT&E)

411001 R425 AG \$60,900.00
(TI-N00178-04-D-4
066-N404 #5, Rev,
N/A, Sponsor:
COMOPTEVFOR Code

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30; Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2013) 10
U.S.C. 2410(a)
Authority is
hereby invoked
(RDT&E)

411002 R425 AH \$90,000.00
TI-N00178-04-D-40
66-N404 #6, Rev,
N/A, Sponsor:
NAVSEA PMS 397W2,
Customer Code:
NUWCDIVNPT 253;
FY of Funding:
2013 (RDT&E)

411003 R425 AK \$80,500.00
TI-N00178-04-D-40
66-N404 #8, Rev,
N/A, Sponsor:
COMOPTEVFOR Code
30, Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2013
(RDT&E)

411004 R425 AL \$105,000.00
TI#
TI-N00178-04-D-40
66-N404 #9, Rev,
N/A, Sponsor:
Naval Sea Systems
Command Code PMS
450, Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2014
(RDT&E)

411005 R425 AM \$135,000.00
TI#
TI-N00178-04-D-40
66-N404 #10, Rev,
N/A, Sponsor:
Naval Sea Systems
Command Code PMS
450, Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2014
(RDT&E)

411006 R425 AN \$115,000.00
TI#

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TI-N00178-04-D-40
66-N404 #11, Rev,
N/A, Sponsor:
Naval Sea Systems
Command Code
PMS397, Customer
Code: NUWCDIVNPT
253; FY of
Funding: 2014
(RDT&E)

411007	R425	AP \$66,000.00 TI# TI-N00178-04-D-40 66-N404 #13, Rev, N/A, Sponsor: Naval Sea Systems Command Code PMS450, Customer Code: NUWCDIVNPT 253; FY of Funding: 2014 (RDT&E)	
411008	R425	AQ \$142,000.00 TI# TI-N00178-04-D-40 66-N404 #12, Rev, N/A, Sponsor: Naval Sea Systems Command Code PMS397, Customer Code: NUWCDIVNPT 253; FY of Funding: 2014 (RDT&E)	
4120	R425	Option 4, Labor (RDT&E) Option	\$2,653,985.00
4200	R425	Option 1, Labor (SCN) Option	\$463,762.00
4210	R425	Option 3, Labor (SCN)	\$107,666.00
421001	R425	AJ \$107,000.00 (SSN 790) TI-N00178-04-D-40 66-N404 #7, Rev, N/A, Sponsor: COMOPTEVFOR 30, Customer Code: 253 (SCN)	
4220	R425	Option 5, Labor	\$89,644.00

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(SCN)
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000		ODC's Material and Travel			\$0.00
6100	R425	Base Period, ODC's - Material and Travel (RDT&E)	1.0	LO	\$118,207.00
610001	R425	AA \$9,982.35 (\$10,000.00 - \$17.65 in Mod 11) (TI-001, Sponsor:NAVSEA PMS450 Tech Code: 253, FY of Funding: 2012) (RDT&E)			
610002	R425	AE \$14,981.05 (\$45,000.00 - \$30,018.95 in Mod 11) TI#: TI-003, Rev N/A; FY of Funds: FY12; Customer Code: NUWC 253; Sponsor: PMS450 (RDT&E)			
6110	R425	Option 2, ODC's - Material and Travel (RDT&E)	1.0	LO	\$118,107.00
611001	R425	AG \$2,100.00 (TI-N00178-04-D-4 066-N404 #5, Rev, N/A, Sponsor: COMOPTEVFOR Code 30; Customer Code: NUWC DIVNPT 253; FY of Funding: 2013) 10 U.S.C. 2410(a) Authority is hereby invoked (RDT&E)			
611002	R425	AH \$10,000.00 TI-N00178-04-D-40			

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66-N404 #6, Rev,
N/A, Sponsor:
NAVSEA PMS 397W2,
Customer Code:
NUWC DIVNPT 253;
FY of Funding:
2013 (RDT&E)

6120 R425 Option 4, ODC's - 1.0 LO \$117,907.00
Material and
Travel (RDT&E)
Option

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

NOTE C (ODC)

Line Items	Base/Option#	Type of Funds	Travel	Material/ODC	Totals
6100	Base	RDT&E	\$100,000	\$5,000	\$105,000
6110	Option 1	RDT&E	\$100,000	\$5,000	\$105,000
6120	Option 2	RDT&E	\$100,000	\$5,000	\$105,000
	TOTALS		\$300,000	\$15,000	\$315,000

The material/ODC estimate includes purchased material, computer time, reproduction, telephone, shipping and any other costs that are charged direct (with the exception of labor). The travel estimate includes travel expenses. Offerors shall burden these estimates with applicable indirect rates (i.e. G&A, Material Handling). No detailed justification from offerors for these amounts is required. Offerors shall not apply fee to material/ODC and travel estimates.

HQ B-2-0011 NOTE (OVERTIME)

NOTE - Offeror shall quote overtime rates only. An estimated amount for each support item shall be set forth in the resulting contract or upon exercise of option(s), as applicable.

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate/Hr	Fee Percentage
4100				\$2,165,703		
4200				\$463,762		

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4110			\$2,611,077		
4210			\$107,666		
4120			\$2,653,985		
4220			\$89,644		

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK ENGINEERING AND TECHNICAL SUPPORT SERVICES

1.0 BACKGROUND

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) Code 253 provides programmatic support relating to System Evaluation (SE) and conducts Submarine Developmental Testing (DT) and Submarine Operational Testing (OT) for Combat Control System (CCS) and related subsystems. Additionally NUWC DIVNPT supports Follow-on Developmental Test and Evaluation and Follow on Operational Test and Evaluation for the AN/BQQ-10 and AN/BYG-1 programs.

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) Code 253 is tasked by NAVSEA PMS450 to support submarine platform test and evaluation. Tasking includes Follow on Developmental Test and Evaluation (FDT&E) and Follow-on Operational Test and Evaluation (FOT&E) for the VIRGINIA (SSN 774) Class Submarine. Tasking also includes Developmental Test and Evaluation (DT&E) and Operational Assessments (OA) and Initial Operational Test and Evaluation (IOT&E) of the Ohio Replacement (OR) program.

The requirement for this task order falls within scope of the Seaport Basic Contract Statement of Work Paragraph numbers: 3.1, 3.2, 3.4 and 3.6

Sponsors for this effort include: PMS 450 and Command Operational Task Force (COTF)

NUWC DIVNPT Codes authorized to use this task order vehicle are Code 253 along with the Customer Advocate Office

2.0 SCOPE

The contractor shall provide technical, analytical, administrative support and automated information management systems solutions to Code 253, NUWC DIVNPT in support of test and evaluation services for the Virginia Class (SSN774) Test and Evaluation (T&E) Program. The contractor shall provide technical and administrative support for the Operational Test and Evaluation (OT&E) of the Ohio Replacement (OR) program and FOT&E of the Virginia (SSN 774) Class submarine and associated subsystems. Examples of subsystems include AN/BQQ-10 sonar system, AN/BYG-1 Combat Control System, Submarine electronic sensors (AN/BLQ-1, AN/BVS-1, ISIS), C4ISR, unmanned vehicles, Special Operating Forces (SOF) support systems (Dry Deck Shelter, manned vehicles) and the information assurance testing of those systems.

Technical Instructions (TI) will be issued to identify applicable Government Furnished Information (GFI) as it becomes available.

3.0 APPLICABLE DOCUMENTS

3.1 Department of Defense (DOD) Defense Acquisition Guide dtd 29 July 2011

3.2 Secretary of the Navy Instruction (SECNAVINST) 5000.2D
Implementation and Operation of the Defense Acquisition System and the Joint Capabilities
Integration and Development Systems 16 Oct 2008

3.3 DOD Instruction 5000.61, DOD Modeling and Simulation (M&S) Verification, Validation, and
Accreditation (VV&A) dated 9 Dec 2009

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4.0 REQUIREMENTS

4.1 T&E Planning and Solutions Support (*Applicable Documents 3.1 and 3.2: GFI 6.1, 6.2 , 6.4 & 6.6*)

4.1.1 The contractor shall provide planning support for Test and Evaluation (T&E) efforts to include test resource planning, scheduling, and program requirements planning. Using Applicable Documents and GFI, the contractor shall support the development of test schedules, ensuring that all test assets are identified and presented in a schedule meets program milestones and asset availabilities. The contractor shall submit updates Immediate Superior in Command (ISIC) and Type Commander (TYCOM) to Fleet deployment schedules and Fleet Service Requests, coordinating with Fleet ISIC and TYCOM representatives. The deliverables for this work shall be Technical Information Reports (CDRL A001).

4.1.2 Using Applicable Documents and GFI, the contractor shall provide T&E strategic planning into mission based testing mandated by DOD 5000.2D. This support includes assisting in the development of the following requirements documents for review/approval by the Government: Interface Control Documents (ICDs), Critical Design Documents (CDDs), Critical Performance Documents (CPDs), Integrated Evaluation Framework (IEF), Test and Evaluation Strategy (TES), Test and Evaluation Master Plans (TEMPS), Threat/Target Validation Reports (TTVR), Modeling and Simulation Validation, Verification and Accreditations (M&S VV&A), Life Cycle Cost Estimates, and Logistics/Supportability/Maintenance plans as it relates to test and evaluation planning for submarine platforms and weapons systems. The deliverables for this work shall be Technical Information Reports (CDRL A001).

4.2 Operational Test and Evaluation (OT&E), Solutions Support (*Applicable Documents 3.1, 3.2 and 3.3; GFI 6.1,6.2, 6.4, 6.5 and 6.6*).

4.2.1 Test and Evaluation Strategy Development - Using Applicable Documents and GFI, the contractor shall support development of the test and evaluation strategy including test and evaluation approach for the project to support mission based test design and help reduce the overall cost of T&E to the Navy. The deliverables for this work shall be Technical Information Reports (CDRL A003).

4.2.2 Integrated Evaluation Framework (IEF) development - Provide development support of the IEF to include a draft Integrated Evaluation Framework ensuring the resources support the vignettes and Integrated Test (IT) constructs. The deliverables for this work shall be Technical Information Reports (CDRL A004).

4.2.3 TEMP Revisions - Attend meetings for the VIRGINIA and OR programs and associated subsystems (i.e., AN/BQQ-10, AN/BYG-1, etc) programs and provide draft four part TEMP inputs and comments. TEMP inputs and comments shall use applicable documents and GFI and include the history of various TEMP revisions and TEMP development. The deliverables for this work shall be Technical Information Reports (CDRL A005).

4.2.4 Integrated Data Review - Review and provide recommendations on the adequacy of all data provided as GFI. GFI data will be provided from Developmental Testing (DT) that is conducted as a prerequisite to OT testing for each test period where O/T test support is anticipated for applicability to support Operational Test & Evaluation objectives. Provide recommendation for commonality of data between Developmental Test (DT) and Operational Test (OT) efforts. The contractor shall perform data collection analysis during Integrated Test events to support data gathering. The deliverables for this work shall be Technical Information Reports (CDRL A006).

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4.2.5 Test Plan Development - Using Applicable Documents and GFI, the contractor shall provide support in the development of draft test plans for the operational testing of the submarine platforms and subsystems.

- Draft test matrices and procedures to satisfy test objectives.
 - Recommend data reduction/reconstruction requirements and prepare documentation to support the required service(s).
 - Propose revised databases and electronic surveys to support testing.
 - Coordinate with DT test team to ensure all applicable testing that can be logically executed as an integrated event.
 - Draft messages and Operational Orders (OPORDS) to execute test events.
 - Coordinate with fleet schedulers, squadron operations, and individual units for long and short term planning efforts.
- Ensure pre-sail briefs and messages are prepared for Government review.

The deliverables for this work shall be Test Plans and Technical Information Reports (CDRL A007 and CDRL A008).

4.2.6 Maintenance and Support (M&S) - Attend meetings to provide recommendations on Validation Verification and Accreditation (VVA) to support M&S planning efforts. Support development of key documents provided (i.e, VV&A Plan, Accreditation process plan, Accreditation letter). The deliverable for this work shall be Report, Record of Meetings Minutes (CDRL A009).

4.2.7 Test Execution - The contractor shall provide onsite analytical support during execution of tests and embark test platforms, test targets, or range facilities to help execute tests and collect data. The contractor shall document all deviations to the test plan and the rationale. Provide confirmation to ensure all data is properly classified and transported. The deliverable for this work shall be Test /Inspection Reports (CDRL A010).

4.2.8 Test Report - Support generation of operational test reports.

- Correlate data using statistical techniques to analyze operational effectiveness and suitability tests.
- Draft and edit the report and the subsequent power point presentations.
- Draft data forms.
- Support the proper distribution of the final report.

The deliverables for this work shall be:

- (a) Record of Meetings Minutes (CDRL A009)
- (b) Technical Information Reports sub Title Test Report Data (CDRL A011).

4.2.9 Information Assurance (IA) test development and execution - IA is an important aspect of all highly integrated software intensive systems. Assist in the development of scenarios for IA testing, and compile data necessary to draft the test plan with sufficient flexibility to incorporate test procedures for Capability (Red Team) testing that evaluates vulnerabilities discovered during Vulnerability (Blue Team) testing. Provide operationally relevant report in the approved format that discusses the IA vulnerabilities in context of how the vulnerabilities affect the war fighter. The deliverables for this work shall be Technical Information Reports (CDRL A012).

4.2.10 Ohio Replacement (OR) Programs. Using GFI, provide solutions support for problems associated with programs that directly or indirectly impact the submarine platforms such as Acoustic arrays, navigations systems, communications, electronic sensors, unmanned vehicles, Special

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Operations Forces (SOF) support systems, and Torpedoes. The deliverables for this work shall be Technical Information Reports (CDRL A013).

4.3 Task 3 Description: Program Management Support (*Applicable Documents 3.1, 3.2 and 3.3; GFI 6.2, 6.3, 6.4 and 6.6*)

The contractor shall provide recommendations to include development, completion, validation and verification of applicable logistics documentation for interim support periods through full operational support. The contractor shall provide support for scheduling, risk management, project office support, development and analysis of project performance metrics. The contractor shall also provide development, support and system administration of collaborative data work environments, data management systems and executive level decision support tools. The deliverables for this work shall be Technical Information Reports (CDRL A014).

4.3.1 Readiness reviews. As identified in Technical Instructions, the contractor shall provide operational expertise to support NUWC DIVNPT in the conduct of Developmental Testing (DT), Operational Testing (OT) and Logistics readiness review. The contractor shall identify readiness risk areas and recommend mitigation to support initial operating capability and full operational capability milestones. Using Applicable Documents and GFI, the contractor shall develop a gap analysis of logistics requirements against the "to be" logistics deliverables of the product baseline of platforms and weapon systems. The gap analysis shall identify required critical item logistics elements, provide a detailed analysis of those logistics items' current status, provide a report identifying logistics gaps, and document options for remediation of those gaps with estimated levels of effort and timelines. The deliverables for this work shall be Technical Information Reports (CDRL A016) and Report, Record of Meetings/Minutes (CDRL A009).

5.0 SPECIAL CONSIDERATIONS

5.1 Place of Performance

The work shall be performed at the contractor's facilities and at Navy Centers in Newport RI, Washington, DC, Norfolk, VA, Submarine Base Groton, CT, Submarine Base Pearl Harbor HI, NUWCD, Port Canaveral, FL, Atlantic Undersea Test and Evaluation Center and aboard Navy Submarines as identified in Technical Instructions.

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

6.1 Test Data Collection System (TDCS) User's Guide, Version 1.4.2, 28 Sep 2007, Virginia (SSN774) Class TECHEVAL PDA Requirements

6.2 Virginia (SSN774) Class Submarine Test and Evaluation Data Management Plan, 9 July 2010

6.3 Virginia (SSN774) Class Command, Control, Communication, and Intelligence (C3I) System Functional requirements Document (FRD) dtd 29 Jun 2000

6.4 Virginia Class (SSN774) C3I Systems and Related HM&E dtd 13 Oct 2008

6.5 Virginia (SSN774) Class Submarine Follow-on Operational Test and Evaluation OT-III A, OT-III B, and OT-III C (FOT&E) Test Plans dtd Aug 2008

6.6 Virginia (SSN 774) Class Test and Evaluation Master Plan, (TEMP) Rev F, 16 Jun 2009

Additional GFI will be provided as it becomes available from sources that are relevant and affect O/T tasking. Examples of this GFI are future DT test plans, test procedures or test reports on conducted test events, that occur post the award of this task order and applicable to O/T testing.

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This GFI will be referenced in Technical Instructions (TI) and will provide additional detail tasking. Additionally any "new" GFI listed in the TI will be provided to the contractor with the TI.

All GFI shall be returned upon completion of work.

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost.

Technical quality will be evaluated against the performance standards defined in Performance Requirements Summary Table.

Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance.

Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance.

Cost will be evaluated based upon the contractor's ability to manage to the negotiated cost.

HQ C-1-0001 ITEM(S) CONTRACT- DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A , attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR

RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for (1) The specifications set forth in Section C, and (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and

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provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract

(c)(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
- (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
- (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would

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permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

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

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

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Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

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(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

b) WAWF: See Section G – Clause HQ G-2009 and 252.232-7006.

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

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(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C23S FACILITIES (NOV 2010)

(a) The Contractor shall provide liaison office(s) within commuting distance (defined as within 50 miles by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during task order performance.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA)

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Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

(c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

(d) *Subcontracts*. If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS: There are no packaging or marking requirements for the services ordered under this Task order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed, and marked in accordance with the information set forth below or as specified in the Technical Instructions.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) - 4000 & 7000 Series CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4100	10/1/2012 - 9/18/2013
4110	9/19/2013 - 9/18/2014
4210	11/6/2013 - 9/18/2014
6100	10/1/2012 - 9/18/2013
6110	9/19/2013 - 9/18/2014

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	Period of Performance
4100/6100	RDT&E	Base	10/1/12 - 9/18/13
4200	SCN	Option 1*	10/1/12 - 9/30/13
4110/6110	RDT&E	Option 2	09/19/13 - 9/18/14
4210	SCN	Option 3	11/06/13 - 9/18/14
4120/6120	RDT&E	Option 4*	10/1/14 - 9/30/15
4220	SCN	Option 5*	10/1/14 - 9/30/15

*If option is exercised. NOTE: The option Periods of Performance (PoP) are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule via a bilateral modification. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed twelve (12) months. The overall PoP of this task order shall not exceed three (3) years from the effective date of the task order.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT, the Contractor's facility or other locations, as required by the statement of work.

	% of Man-Hours Contractor Site	% of Man-Hours Government Site
Base	14%	86%
Option 1	14%	86%
Option 2	14%	86%
Option 3	14%	86%
Option 4	14%	86%
Option 5	14%	86%

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SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.

(b) 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 accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable/Not Applicable

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N66604
Admin DoDAAC	S1403A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	Not Applicable

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

joseph.nold@navy.mil

(g) *WAWF point of contact.*

(1) *The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.*

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

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(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING
(NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. 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 Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: William S. Hurley

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Telephone: Commercial 401-832-1571; DSN 432-1571

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: william.hurley@navy.mil

(d) The Task Order Negotiator is:

Name: William S. Hurley

Telephone: Commercial 401-832-1571; DSN 432-1571

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: william.hurley@navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: Stephen Stewart

Telephone Commercial: 401-832-7372; DSN: 432-7372

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: stephen.g.stewart@navy.mil

(f) The Contracting Officer's Representative (COR) for this task order is:

Name: Joseph Nold

Code: 253

Mailing Address:

Naval Undersea Warfare Center Division, Newport,

1176 Howell Street,

Building:1171, Room: F-3,

Newport, RI 02841

Telephone: Commercial 401-832-8366; DSN 432-8366

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

(g) The Contractor's Representative is:

Name: Tom Ford

Title: Contracts Manager

Mailing Address:

100 New Jersey Ave SE, Suite 200

200 Washington, DC 20003

E-mail Address: tford@alionscience.com

Telephone: 202-741-2022

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64),

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and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: Charles "Dale" Sykora
Title: Program Manager

Mailing Address:
335 Crawford St., Suite 400
Portsmouth, NH 23704

E-mail Address: Charles.sykora.ctr@cotf.navy.mil
Telephone: 860-514-3997

Accounting Data

SLINID	PR Number	Amount
410001	1300305336	190000.00
LLA :		
AA 97X4930.NH6A 252 77777 0 050120 2F 000000 A00001404305		
610001	1300305336	10000.00
LLA :		
AA 97X4930.NH6A 252 77777 0 050120 2F 000000 A00001404305		

BASE Funding 200000.00
Cumulative Funding 200000.00

MOD 01 Funding 0.00
Cumulative Funding 200000.00

MOD 02

410002	1300316648	332300.00
LLA :		
AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001501624		
410003	1300316648	234000.00
LLA :		
AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001501624		
410004	1300316648	262000.00
LLA :		
AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A20001501624		

MOD 02 Funding 828300.00
Cumulative Funding 1028300.00

MOD 03

610002	1300322447	45000.00
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001535255		

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MOD 03 Funding 45000.00
Cumulative Funding 1073300.00

MOD 04

410005 1300366660 70000.00
LLA :
AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

410006 1300366660 6000.00
LLA :
AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

410007 1300366660 19000.00
LLA :
AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

MOD 04 Funding 95000.00
Cumulative Funding 1168300.00

MOD 05

411001 1300372541 60900.00
LLA :
AG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001862960

611001 1300372541 2100.00
LLA :
AG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001862960

MOD 05 Funding 63000.00
Cumulative Funding 1231300.00

MOD 06

411002 1300382080 90000.00
LLA :
AH 1731319 H4RJ 251 SB397 0 050120 2D 000000 A00001953707

611002 1300382080 10000.00
LLA :
AH 1731319 H4RJ 251 SB397 0 050120 2D 000000 A00001953707

MOD 06 Funding 100000.00
Cumulative Funding 1331300.00

MOD 07

421001 1300385734 107000.00
LLA :
AJ 1731611 H232 251 SB450 0 050120 2D 000000 A00001985475
RCP# N0002413WX01499 ACRN (AB)

MOD 07 Funding 107000.00
Cumulative Funding 1438300.00

MOD 08

411003 1300387906 80500.00
LLA :
AK 97X4930 NH6A 251 77777 0 050120 2F 000000 A00002007091

MOD 08 Funding 80500.00
Cumulative Funding 1518800.00

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MOD 09

411004 130039665500001 105000.00
 LLA :
 AL 1741319 H5YT 251 SB450 0 050120 2D 000000 A00002071401
 RCP: N0002413WX02088 ACRN (AA)

MOD 09 Funding 105000.00
 Cumulative Funding 1623800.00

MOD 10 Funding 0.00
 Cumulative Funding 1623800.00

MOD 11

410001 1300305336 (191.98)
 LLA :
 AA 97X4930.NH6A 252 77777 0 050120 2F 000000 A00001404305

410002 130031664800001 (3348.85)
 LLA :
 AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001501624

410003 130031664800002 (9741.53)
 LLA :
 AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001501624

410004 130031664800003 (220.57)
 LLA :
 AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A20001501624

410005 130036666000001 (20934.07)
 LLA :
 AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

410006 130036666000001 (6000.00)
 LLA :
 AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

410007 130036666000001 (14524.30)
 LLA :
 AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001828927

411005 130040379400001 135000.00
 LLA :
 AM 1741319 H5YT 251 SB450 0 050120 2D 000000 A00002130117
 RCP# N0002413WX02088 ACRN (AA)

411006 130040387700001 115000.00
 LLA :
 AN 1741319 H4RJ 251 SB397 0 050120 2D 000000 A00002130835
 RCP N0002414WX01981 (ACRN AA)

610001 1300305336 (17.65)
 LLA :
 AA 97X4930.NH6A 252 77777 0 050120 2F 000000 A00001404305

610002 130032244700001 (30018.95)
 LLA :
 AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001535255

MOD 11 Funding 165002.10
 Cumulative Funding 1788802.10

MOD 12

411007 130042112700001 66000.00
 LLA :
 AP 1741319 H5YT 251 SB450 0 050120 2D 000000 A00002261988
 RCP# N0002413WX02088 (ACRN AA)

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411008 130042087400001 142000.00
LLA :
AQ 1741319 H4RJ 252 SB397 0 050120 2D 000000 A00002259724
RCP#N0002414wx01981 (ACRN AA)

MOD 12 Funding 208000.00
Cumulative Funding 1996802.10

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(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 __ _ 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 (i) 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 evenly over the period of performance. 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) 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

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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.

(h) 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. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract 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.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

5252.237-9106 SUBSTITUTION 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 the 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; and (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.

Name	Title	Company
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Dale Minich	Program Manager III	Alion IPS Corp - Prime
Joseph Petro	Deputy Program Manager	Alion IPS Corp - Prime
Roald Morgan	Senior Test Engineer	Alion IPS Corp - Prime
Ronald Rich	Test Engineer	Alion IPS Corp - Prime
David Milford	Test Engineer	Alion IPS Corp - Prime
Brian Clark	Senior IA Analyst	Alion IPS Corp - Prime
Nicholas Frietas	Computer Engineer II	Alion IPS Corp - Prime
Rick Downer	Senior JCIDS Analyst	Alion IPS Corp - Prime
Joseph Reaume	Senior Logistician	Alion IPS Corp - Prime
Jeff Laugle	Strike Test Engineer	Alion IPS Corp - Prime

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ESTIMATE ALLOTTED TO COST	ESTIMATE ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
410001			\$190,000.00	10/1/12 - 9/30/13
610001			\$10,000.00	10/1/12 - 9/30/13
410002			\$332,300.00	Effective Date of Mod 02 - 9/30/13
410003			\$234,000.00	Effective date of Mod 02 - 9/30/13
410004			\$262,000.00	Effective date of Mod 02 - 9/30/13
610002			\$45,000.00	Effective date of Mod 03 - 9/30/13

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410005			\$70,000.00	Effective date of Mod 04 - 9/30/13
410006			\$6,000.00	Effective date of Mod 04 - 9/30/13
410007			\$19,000.00	Effective date of Mod 04 - 9/30/13
411001			\$60,900.00	09/19/13 - 02/27/14
611001			\$2,100.00	09/19/13 - 02/27/14
411002			\$90,000.00	Effective date of Mod 06 - 02/27/14
611002			\$10,000.00	Effective date of Mod 06 - 02/27/14
421001			\$107,000.00	Effective date of Mod 07 - 02/27/14
411003			\$80,500.00	Effective date of Mod 08 - 2/27/2014
411004			\$105,000.00	Effective date of Mod 09 - 2/27/2014
411005			\$135,000.00	Effective date of Mod 11 - 5/19/2014
411006			\$115,000.00	Effective date of Mod 11 - 5/19/2014
410001			(\$191.98)	N/A
410002			(\$3,348.85)	N/A
410003			(\$9,741.53)	N/A
410004			(\$220.57)	N/A
410005			(\$20,934.07)	N/A
410006			(\$6,000.00)	N/A
410007			(\$14,524.30)	N/A
610001			(\$17.65)	N/A
610002			(\$30,018.95)	N/A

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411007			\$66,000.00	Effective date of Mod 12 - 9/18/2014
411008			\$142,000.00	Effective date of Mod 12 - 9/18/2014

(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).

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

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H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

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SECTION I CONTRACT CLAUSES

Note; The following clauses are incorporated by reference to this Task Order; however, all applicable clauses incorporated by reference in the Basic MAC also apply.

- 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
- 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
- 52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)
- 52.215-23 - LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.219--9 - SMALL BUSINESS SUBCONTRACTING PLAN
- 52.222-40 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS (DEC 2010)
- 52.222-41 - SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
- 52.227-1 - AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 - PATENT INDEMNITY (APR 1984)
- 52.227-11 - PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007)
- 52.227-13 - PATENT RIGHTS - ACQUISITIONS BY THE GOVERNMENT (JAN 1997)
- 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.245-1 - GOVERNMENT PROPERTY (AUG 2010)
- 52.245-9 - USE AND CHARGES (AUGUST 2010)
- 52.246-23 - LIMITATION OF LIABILITY (FEB 1997)
- 52.247-63 - PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 252.204-7005 - ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.222-7006 - RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 252.223-7006 - PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.227-7013 - RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2011)
- 252.227-7014 - RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL

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COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)

- 252.227-7016 - RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**
- 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**
- 252.227-7019 - VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)**
- 252.227-7030 - TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)**
- 252.227-7037 - VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)**
- 252.227-7025 - LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)**
- 252.227-7038 - PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)**
- 252.227-7039 - PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)**
- 252.231-7000 - SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**
- 252.235-7010 - ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**
- 252.235-7011 - FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)**
- 252.239-7001 - INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**
- 252.245-7001 - TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)**
- 252.245-7002 - REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)**
- 252.246-7000 - MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**
- 252.251-7000 - ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)**
- 52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Jan 2011) -**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> .

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

- 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

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(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Option No.	CLIN	Fund Type	Exercise Date – No Later Than
1	4200	SCN	12/31/2012
2	4110/6110	RDT&E	12/31/2013
3	4210	SCN	12/31/2013
4	4120/6120	RDT&E	12/31/2014
5	4220/6220	SCN	12/31/2014

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and OFFICE OF PERSONNEL MANAGEMENT: <http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 SUBCONTRACTS

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

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: **Any new subcontracts after award.**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

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(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **AVW Technolgies, Aermor LLC, Flatter Associates.**

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SECTION J LIST OF ATTACHMENTS

EXHIBIT "A": Contract Data Requirements List (CDRL's)

Attachment #1: DD254 - Contract Security Classification Specifications, Rev 02 and CNO Letter

Attachment #2: Performance Requirements Summary Table