

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 31-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. N00024-11-FR-59052	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 [REDACTED] 202-781-[REDACTED] Ext. [REDACTED]	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ROI Consulting 15 High Meadows Drive Mullica Hill NJ 08062-9462		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4538-EH01
		10B. DATED (SEE ITEM 13) 27-Jan-2011
CAGE CODE 1PWG8	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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Funding Modification

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacy M McQuage, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Stacy M McQuage (Signature of Contracting Officer)	16C. DATE SIGNED 31-Mar-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of Modification 03 to Task Order EH01 under contract N00178-05-D-4438 is to 1) Incrementally fund SLIN 600102.

1) Under Section B, Supplies and Services:

a. Incrementally fund SLIN 6001 02 as follows:

	<u>SLIN</u>	<u>Cost</u>
	6001 02	
Funding	From	\$0
	By	\$40,000
	To	\$40,000

2) Under Section H, Special Contract Requirements:

a. Under NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008), update paragraph (a) to include funding to 6001 as follows:

ITEM	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
6001	\$1 [REDACTED]	N/A	27 January 2011 – 26 January 2012

3) Under Section J, List of Attachments, add Attachment 6: Financial Accounting Data Sheets for modification 03.

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

The Line of Accounting information is hereby changed as follows:

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The total amount of funds obligated to the task is hereby increased from \$ [REDACTED] 3.00 by \$40,000.00 to \$2 [REDACTED] 00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
600102	NDSF	0.00	40,000.00	40,000.00

The total value of the order is hereby increased from \$ [REDACTED] 1 by \$0.00 to [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4001	Base Year: DDG 1000 Support	0.0 LH	[REDACTED]	\$2 [REDACTED]	\$7 [REDACTED]
	(Tasks 4 and 5)				
	(NOTE A) (TBD)				
	Max Fee		\$ [REDACTED]		
	Min Fee		\$0.00		
	Government Overrun Share Line		65.0		
	Government Underrun Share Line		65.0		

400101 Base Year: DDG
1000 Class
Support
(RDT&E)

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4003	Base Year: DDG 1000 Special Studies Option	0.0 LH	[REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	(Tasks 4 & 5)				
	(NOTES B & F) (TBD) Option				

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4005	Base Year: DDG 1000 Support Option Surge	0.0 LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	(Tasks 4 and 5)				
	(NOTES A, B, & D) (TBD)				
	Max Fee		\$ [REDACTED]		
	Min Fee		\$0.00		
	Government Overrun Share Line		65.0		
	Government Underrun Share Line		65.0		

400501 DDG 1000 Class
Support
(Task 4) (RDT&E)

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4007	Base Year - Award Fee related to	1.0 Lot	\$0.00	\$0.00	\$ [REDACTED]	\$ [REDACTED]
	Year 1 CLIN 4001					
	(NOTE C) (TBD)					
4009	Base Year - Award Fee related to	1.0 Lot	\$0.00	\$0.00	\$ [REDACTED]	\$ [REDACTED]

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Base Year Surge
Option CLIN 4005

(NOTES B & C)
(TBD)
Option

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4101	Option Year 1 - YEAR 2: DDG 1000 Support (Tasks 4 & 5) (NOTES A & B) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	0.0 LH	\$ [REDACTED] \$39,856.49 \$0.00 65.0 65.0	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4103	Option Year 1 - Year 2 - DDG 1000 Special Studies (Tasks 4 and 5) (NOTES B & F) (TBD) Option	0.0 LH	\$ [REDACTED]	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4105	Option Year 1 YEAR 2: Surge Requirements (Tasks 4 and 5) (NOTES A, B & D) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	0.0 LH	\$ [REDACTED] [REDACTED] \$0.00 65.0 65.0	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4107	Option Year 1 YEAR 2: Award Fee related to Year 1 CLIN 4101 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	[REDACTED]	[REDACTED]
4109	Option Year 1 YEAR 2: Award Fee related to Base Year Surge Option CLIN 4105 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4201	Option Year 2 -	0.0 LH	\$ [REDACTED]	[REDACTED]	[REDACTED]

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YEAR 3: DDG 1000
Support
(Tasks 4 & 5)
(NOTES A & B)
(TBD)
Option
Max Fee [REDACTED]
Min Fee \$0.00
Government Overrun Share Line 65.0
Government Underrun Share Line 65.0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4203	Option Year 2 - DDG 1000 Special Studies (Tasks 4 & 5) (NOTES B & F) (TBD) Option	0.0 LH	[REDACTED]	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4205	Option Year 2 YEAR 3: Surge Requirements (Tasks 4 and 5) (NOTES A, B and D) (TBD) Option Max Fee [REDACTED] Min Fee \$0.00 Government Overrun Share Line 65.0 Government Underrun Share Line 65.0	0.0 LH	[REDACTED]	[REDACTED]	[REDACTED]

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4207	Option Year 2 YEAR 3: Award Fee related to Year 1 CLIN 4201 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	[REDACTED]	[REDACTED]

4209	Option Year 2 YEAR 3: Award Fee related to Base Year Surge Option CLIN 4205 (NOTES B and C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	[REDACTED]	[REDACTED]
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Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4301	Option year 3 - YEAR 4: DDG 1000 Support (Tasks 4 and 5) (NOTES A & B) (TBD) Option Max Fee [REDACTED] Min Fee \$0.00 Government Overrun Share Line 65.0 Government Underrun Share Line 65.0	0.0 LH	[REDACTED]	[REDACTED]	[REDACTED]

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Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4303	Option Year 3 - DDG 1000 Special Studies (Tasks 4 and 5) (NOTES B & F) (TBD) Option	0.0 LH	██████████	██████████	██████████

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4305	Option Year 3 - YEAR 4: Surge Requirements (Tasks 4 & 5) (NOTES A, B & D) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	0.0 LH	\$ ██████████ ██████████ \$0.00 65.0 65.0	\$ ██████████	██████████

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4307	Option Year 3 YEAR 4: Award Fee related to Year 1 CLIN 4301 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$ ██████████	\$ ██████████
4309	Option Year 3 YEAR 4: Award Fee related to Base Year Surge CLIN 4305 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$ ██████████	\$ ██████████

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4401	Option Year 4 YEAR 5: DDG 1000 Support (Tasks 4 & 5) (NOTES A & B) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	0.0 LH	\$ ██████████ ██████████ \$0.00 65.0 65.0	\$ ██████████	\$ ██████████

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4403	Option Year 4 YEAR 5- Special Studies (Tasks 4 and 5) (NOTES B & F) (TBD)	0.0 LH	\$ ██████████	██████████	\$ ██████████

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Option

Item	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
4405	Option Year 4 YEAR 5: Surge Requirements (Tasks 4 and 5) (NOTES A, B and D) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	0.0 LH	██████████	\$ ██████████	\$ ██████████
			\$ ██████████	\$0.00	0.0
			0.0	0.0	

Item	Supplies/Services Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
4407	Option Year 4 YEAR 5: Award Fee related to Year 1 CLIN 4401 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$ ██████████	\$ ██████████
4409	Option Year 4 YEAR 5: Award Fee related to Base Year Surge Option CLIN 4405 (NOTES B & C) (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$ ██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6001	ODCs in support of Base Year - Year 1 Labor CLIN 4001 (NOTE E) (TBD)	1.0 Lot	██████████
600101	ODCs in support of Base Year - Year 1 Labor SLIN 4001 01 (NOTE E) (RDT&E)		
600102	ODCs in support of BASE Year - Year 1 Labor CLIN 4001 (NDSF)		
6003	ODCs in Support of Base Year - Year 1 Special Studies Labor CLIN 4003 (NOTE E) (TBD) Option	1.0 Lot	\$ ██████████
6005	ODCs in Support of Base Year - Year 1 Surge Labor CLIN 4005 (NOTE E) (TBD)	1.0 Lot	\$ ██████████

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Option

6101	ODCs in support of Option Year 1 - Year 2 Labor CLIN 4101 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]
6103	ODCs in Support of Option Year 1 - Year 2 Special Studies Labor CLIN 4103 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]
6105	ODCs in Support of Option Year 1 - Year 2 Surge Labor CLIN 4105 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]
6201	ODCs in support of Option Year 2- Year 3 Labor CLIN 4201 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]0
6203	ODCs in Support of Option Year 2 - Year 3 Special Studies Labor CLIN 4203 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]0
6205	ODCs in Support of Option Year 2 - Year 3 Surge Labor CLIN 4205 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED].00
6301	ODCs in support of Option Year 3 - Year 4 Labor CLIN 4301 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]00
6303	ODCs in Support of Option Year 3 - Year 4 Special Studies Labor CLIN 4303 (NOTE E) (TBD) Option	1.0 Lot	[REDACTED]00
6305	ODCs in Support of Option Year 3 - Year 4 Surge Labor CLIN 4305 (NOTE E) (TBD) Option	1.0 Lot	[REDACTED]00
6401	ODCs in support of Option Year 4 - Year 5 Labor CLIN 4401 (NOTE E) (TBD) Option	1.0 Lot	\$ [REDACTED]

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6403 ODCs in Support 1.0 Lot [REDACTED]
of Option Year 4
- Year 5 Special
Studies Labor
CLIN 4403 (NOTE
E) (TBD)
Option

6405 ODCs in Support 1.0 Lot \$ [REDACTED]
of Option Year 4
- Year 5 Surge
Labor CLIN 4405
(NOTE E) (TBD)
Option

NOTES:

NOTE A: OPTION

Option Item to which the FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE B: AWARD FEE

Award Fee Item to which the AWARD FEE clause found in this SECTION B applies and which is to be awarded only if and to the extent said Item is earned in accordance with the aforementioned clause. Offerors are instructed that the maximum Award Fee amount allowed on this Task Order shall not exceed 5.5% of Target Cost (excluding ODCs) and therefore Offerors shall not propose an Award Fee amount greater than 5.5% of Target Cost (excluding ODCs). Award Fee related to Option Surge Item(s) is a separate CLIN each year and should be so priced. These Items shall not be priced to include man-hours, an Estimated Cost, or Base Fee, only an Award Fee amount, meant to serve as an additional incentive. In addition, the "CPAF" column is "Award Fee Only" for the purpose of Award Fee Items.

NOTE C: SURGE

If it is determined that an increased level of effort is required for any of the task areas in the Statement of Work, the Government reserves the right to exercise a "Surge" Option CLIN for additional work under the specific task area. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN.

Task 1 - Surge Option Items shall be proposed: (1) at the level-of-effort specified in Attachment 7, (2) at the same labor mix as shown in the Labor Mix Table #1 in Section C for base labor, (3) at the quantities and mix hereby specified for each year of performance, and (4) no deviations are allowed.

Tasks 2 through 5 - Surge Option Items shall be proposed: (1) at the level-of effort specified in Attachment 7, (2) at the same labor mix shown in the Labor Mix Table #2 in Section C, (3) at the quantities and mix hereby specified for each year of performance, and (4) no deviations are allowed.

These Items shall be priced as Cost-Plus-Incentive-Fee (CPIF). The Award Fee incentive for these Items is separate from the Award Fee incentive for basic level of effort Items (non-surge labor). Therefore, the Award Fee incentive for these Items shall be based on the Target Costs of the Surge labor Items only.

CLAUSES INCORPORATED IN FULL TEXT:

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

This entire Task Order is cost type.

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee, Target Fee, and Award Fee percentages, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

DETERMINATION OF FEE(S) (APPLICABLE TO ALL LABOR CLIN SERIES 4000)

(a) FEES PAYABLE

(1) There are two fee(s) payable under this Task Order, a cost incentive fee in accordance with FAR

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52.216-10 INCENTIVE FEE (MAR 1997) and an award fee in accordance with the AWARD FEE portion of this clause. These fees are exclusive (separate) of one another and shall be calculated as follows:

(i) Cost Incentive Fee. The cost incentive fee payable shall be calculated in accordance with FAR 52.216-10.

(ii) Award Fee. The award fee payable shall be calculated as follows:

a. General. Pursuit of the award fee shall not come at the expense of the overall effort. The Contractor's performance must be satisfactory in order to be eligible for award fee.

b. Maximum Fee. The Maximum Award Fee payable under this Task Order shall not exceed five and fifty one-hundredths percent (5.50%) of Target Cost. In no event shall the Award Fee payable under this provision be greater than five and fifty one-hundredths percent (5.50%) of Target Cost.

c. Fee Determination. The payable Award Fee shall be recommended by the Award Fee Review Board (AFRB) and determined by the Fee Determining Official (FDO). This determination and the methodology established herein for determining the Award Fee amount earned are unilateral decisions made solely at the discretion of the Government.

d. Payment of Award Fee. The Contractor shall be paid the determined Award Fee amount, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the Task Order authorizing payment of such fee as determined by the Government. The invoice shall show the amount of Award Fee determined payable at the Contract Line Item Number (CLIN)/Sub-Line Item Number (SLIN) level, which shall be based upon the allowable costs (exclusive of any fees and FCCM) incurred by the Contractor during the Evaluation Period. The invoice must cite the appropriate accounting data in order for payment to be achieved and be submitted in accordance with the invoicing instructions provided in SECTION G of this Task Order.

(iii) Total Fees. The total fees payable for the Cost Incentive Fee and the Award Fee are calculated as described in paragraphs (i) and (ii) above. Each of these fees are exclusive of one another and shall be calculated separately. In no event shall the Total Fees payable under this Task Order be greater than eleven and zero one-hundredths percent (11.00%) of Target Cost, the combined total of Maximum Cost Incentive Fee at 5.50% and Maximum Award Fee Pool of 5.50%.

(2) The final target cost, target fee and Award Fee pool amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs.

LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE (as per FAR 52.216-10)	AWARD FEE POTENTIAL (5.50%)	TOTAL TARGET COST/AWARD AMOUNT
4000 (CY2010)	N/A	N/A	N/A	N/A	N/A
Rate/Hr (CY2010)	BLANK		(FEE PER HR)	\$0 (FEE PER HOUR)	BLANK
4001 (CY2010)	4160	██████████	██████████	██████████	██████████
Rate/Hr (CY2010)	BLANK	██████████ (FEE PER HR)	██████████ (FEE PER HR)	██████████ (FEE PER HR)	██████████ (FEE PER HR)
4004 (CY2010)	N/A	N/A	N/A	N/A	N/A
Rate/Hr (CY2010)	BLANK		(FEE PER HR)	\$0 (FEE PER HOUR)	BLANK
4005 (CY2010)	12480	██████████	██████████	██████████	██████████
Rate/Hr (CY2010)	BLANK	██████████ (FEE PER HR)	██████████ (FEE PER HR)	██████████ (FEE PER HR)	██████████ (FEE PER HR)

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(i) The final CPIF target cost for CLINS 4000, 4001, and (if Options are exercised) 4004, 4005, 4100, 4101, 4104, 4105, 4200, 4201, 4204, 4205, 4300, 4301, 4304, 4305, 4400, 4401, 4404, and 4405 shall be in accordance with FAR 52.216-10.

(ii) The final CPIF target fee for CLINS 4000, 4001, and (if Options are exercised) 4004, 4005, 4100, 4101, 4104, 4105, 4200, 4201, 4204, 4205, 4300, 4301, 4304, 4305, 4400, 4401, 4404, and 4405 shall be in accordance with FAR 52.216-10.

(iii) The share ratio for the CPIF portion of the fee structure is 65/35 (65% Government and 35% Contractor) for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINS. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order for further information on how the target cost and target fee are determined and the fee earned is calculated.

(iv) The final Award Fee pool for CLINS 4000, 4001, and (if Options are exercised) 4004, 4005, 4100, 4101, 4104, 4105, 4200, 4201, 4204, 4205, 4300, 4301, 4304, 4305, 4400, 4401, 4404, and 4405 shall be calculated by multiplying the allowable hours worked under the CLIN by the rate/hr in the Award Fee Potential column of the preceding table. The final Award Fee pool amount will not be determined by the actual cost incurred but by the number of LOE hours worked. The fee earned under the Award Fee portion of the fee structure will be based on the Award Fee score given by the Fee Determining Official (FDO) as stipulated in the below Award Fee Plan, paragraph (b).

(v) Separate Award Fee pools have been established for CLINS 4000, 4001, and (if Options are exercised) 4004, 4005, 4100, 4101, 4104, 4105, 4200, 4201, 4204, 4205, 4300, 4301, 4304, 4305, 4400, 4401, 4404, and 4405. Accordingly, the cost performance on one (or more) of the CLINS in the above table cannot be used by the Contractor to offset the cost performance on one or more of the other CLINS in the above table. For example, if the contractor underruns CLIN 4000 this underrun cannot be used by the Contractor to offset an overrun on CLIN 4003.

(b) AWARD FEE PLAN

(1) Organization:

Fee Determining Official (FDO) for Tasks 1 - 5):
PMS 500 (or designee)

Award Fee Review Board (AFRB):

Chairman: PMS 500 (or designee), different person from FDO
Contracting Officer: SEA 02653 (or other Government contracting representative)
Performance Monitors: Representatives from PMS 500
Legal Advisor (SEA 00L)
Member: Other members as designated

(2) Responsibilities:

• Fee Determining Official (FDO):

--Approves the membership of the AFRB

--Reviews recommendations of the AFRB and determines the amount of award fee earned and payable to the contractor for each evaluation period. The FDO may accept, modify, or amend the AFRB recommendation and the award fee. When the FDO determines a fee other than that recommended by the AFRB, a written rationale will be provided for the record.

--Provides written notification to the Contracting Officer within 90 calendar days of the end of the award fee evaluation period and upon determination of the award fee amount to authorize issuance of a unilateral modification setting forth the specified award fee.

--Provides an award fee authorization letter to the contractor when authorized by the Contracting Officer. A summary evaluation, including the rating assigned to each evaluation area will be included as an attachment.

--Discusses evaluation findings with the contractor, as necessary.

• Award Fee Review Board (AFRB):

--Collects and reviews reported metrics from performance monitors and compiles a recommended rating for each evaluation factor and provides a summary evaluation to the FDO.

--Completes the summary evaluation within 60 days after the evaluation period ends.

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• Contracting Officer:

--Reviews the award fee documentation provided by the FDO, and advises the FDO as to when the unilateral Task Order modification, to authorize payment of award fee, may be executed.

--Issues a unilateral modification to the Task Order to authorize payment of the award fee.

(3) Evaluation Criteria. The Government will evaluate the qualitative evidence submitted to the Government by the Contractor at the conclusion of each evaluation period in addition to any other relevant evidence related to the Contractor's performance based on the following criteria to determine the Award Fee payable, if any, under this provision:

• Factor No. 1 Management Performance. Cost, schedule, technical, security, organizational conflict of interest and personnel management is performed to: demonstrate funds and fiscal management, and avert cost overruns; deliver services and products on time; provide high quality technical services and products; properly manage access to proprietary, official use only and classified data; be free of organizational conflict of interest and provide for highly qualified personnel assigned with duties, responsibility and authority to achieve project goals on schedule and within estimated cost focused on team integration with the PMS 500 organization. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.

• Factor No. 2 Technical Performance. Subject matter expertise is provided that meets the requirements of the Task Order (and Technical Instructions if applicable), with high quality and timeliness of work products/deliverables and services provided.

• Factor No. 3 Cost Performance. Cost reports are complete, accurate and provided in the required format. Performance does not result in an overrun.

(4) Factor Weights. The evaluation criteria are weighted for the purpose of determining the percentage of the Award Fee available for each factor. The Award Fee payable shall be calculated using a weighted-average of the evaluation factors and their ratings. The factor weights may be changed unilaterally by the Government if notice is provided to the Contractor prior to the evaluation period in which the changed weights will apply. The Contractor may request a change in the factor weights upon written request to the Contracting Officer. It is at the Government's discretion to alter the weights upon request by the Contractor. The factor weights are as follows:

• Factor No. 1. WEIGHT: 30%

This evaluation factor is weighted at 30% for purposes of determining the total possible Award Fee payable under this provision. Up to but no more than 30% of the total possible Award Fee is payable for this factor for the evaluation period.

• Factor No. 2. WEIGHT: 40%

This evaluation factor is weighted at 40% for purposes of determining the total possible Award Fee payable under this provision. Up to and no more than 40% of the total possible Award Fee is payable for this factor for the evaluation period.

• Factor No. 3. WEIGHT: 30%

This evaluation factor is weighted at 30% for purposes of determining the total possible Award Fee payable under this provision. Up to and no more than 30% of the total possible Award Fee is payable for this factor for the evaluation period.

(5) Evaluation Periods. The Government will evaluate Contractor performance once annually, and will coincide with the dates in Section F. The Government reserves the right to unilaterally change the frequency with which evaluations are conducted.

(6) Ratings. In evaluating Contractor performance for this Award Fee, the following ratings shall be used to determine the percentage of fee payable:

Rating	Performance Rating	Definition of Rating
Outstanding	91-100	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance

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		requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Excellent	76-90	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

**Note: In the event an Unsatisfactory performance rating is given in any factor, no Award Fee shall be paid for that factor to the Contractor. Hence, an unsatisfactory rating for any factor will result in no Award Fee for that factor.*

(7) Change Procedure. It is anticipated that award fee evaluation criteria may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than 60 calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification, no later than 30 calendar days prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change criteria prior to the start of an Award Fee period.

(8) Definitions.

Award Fee: An additional fee which the contractor may earn in whole or in part under the Task Order. The amount of fee is determined by the Fee Determining Official (FDO) on the basis of an annual evaluation of contractor performance using specified evaluation criteria outlined herein.

Evaluation Periods: The Government will evaluate the contractor's performance once annually, and the evaluation will coincide with dates identified in Section F. The Government reserves the right to unilaterally change the frequency with which evaluations are conducted.

Fee Determining Official (FDO): A designated Government official who will review recommendations of the Award Fee Determination Board (AFDB) and determine the amount of award fee earned by the contractor.

Award Fee Review Board (AFRB): A committee of Government officials responsible for assessing the Contractor's performance during each evaluation period and recommending to the FDO an award fee amount.

Award Fee Evaluation Criteria: Specific factors which detail the various elements of performance and upon which performance is evaluated.

Technical Instruction (TI): Used to supplement the Statement of Work with specific details on efforts to

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be accomplished and the deliverables to be provided during a specified period of time, within a specified cost, and at an acceptable quality. Each TI will contain cost, schedule and requirements for the tasks and deliverables. Award Fee will be calculated based on how the contractor performs against these criteria.

(9) Award Fee Process.

Available Award Fee Pool. The amount of available Award Fee will be determined as described in this clause (paragraph (a)(2)(iv)) at the end of each evaluation period.

Evaluation Criteria. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding evaluation period will be used in the following Award Fee evaluation period. Modifications to the Award Fee Plan shall take effect in the next evaluation period.

Self-Evaluation Process. The Contractor shall provide the Government a written self-evaluation not to exceed twenty-five (25) pages in length which addresses the evaluation factors not later than fourteen (14) days after submission of final cost reporting for the last month of the evaluation period.

Evaluations. Performance monitors submit their evaluation reports to the AFRB within fourteen (14) days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation for the FDO. The Contractor self-assessment will be provided to the FDO as part of the determination package. The AFRB briefs the evaluation report and recommendation to the FDO. The FDO determines the overall grade and determines the amount of Award Fee earned for the evaluation period within ninety (90) calendar days after each evaluation period. The FDO letter informs the Contractor of the evaluation results. If the Contractor earns Award Fee, the Contracting Officer issues a Task Order modification within thirty (30) calendar days after the FDO's determination to authorize payment of an Award Fee amount.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (*Applicable to all Labor CLINs, including SURGE and Special Studies Option Items*)

(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 equal to 3.50% percent of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no

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fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (*Applicable to ODC CLINs*)

(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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The mission of PMS 500 is to maintain ship design, and build, outfit, test, and introduce to the fleet DDG 1000 Destroyer Class ships. The focus of PMS 500 is ship design and construction, and this requires a full range of engineering and program support services. These services are necessary through each of the programmatic stages; construction, delivery, test and trials.

The services and products to be obtained under this Task Order require that the Contractor not have an organizational conflict of interest in the performance of this Contract. The Prime Contractors producing the DDG 1000 are Bath Iron Works (General Dynamics), Northrop Grumman Shipbuilding (Northrop Grumman), Raytheon Integrated Defense Systems (Raytheon Service Company), Rolls-Royce, Converteam and BAE Systems. These Primes have subcontracts and vendors. The Contractor shall not have an organizational conflict of interest with the Primes, subcontractors or vendors.

PMS 500 require services to support execution of its responsibility to construct, test, trial and ready ships for Sail Away. This Statement of Work (SOW) includes support in the areas of technical integration and management and test and evaluation services in order to assist PMS 500 in accomplishing its mission and objectives. These tasks shall be primarily executed in Washington, DC in the vicinity of the Washington Navy Yard, the headquarters location for PMS 500. Other sites may be required on an as directed basis or may be permitted on as requested basis.

Tasking Areas are planned as follows:

- Task 4. Live Fire Test and Evaluation Services (RDT&E)
- Task 5. Live Fire Trial Class Services (SCN)

The Contractor shall perform support services in coordination with the Government's Task Manager identified in Section G.

The Contractor shall prepare documentation, develop and manage processes, perform analysis and file and archive documentation.

The Contractor shall receive, log, and track unclassified, for official use only and classified documents.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PMS 500 team members. A system fully compatible with MS Outlook mail is required in order to communicate and coordinate meetings and schedules with PMS 500. The Contractor must have the capacity to interface via electronic mail and provide Internet access for all employees proposed to support this task. In addition, the Contractor shall be required to use Teamcenter administered by Northrop Grumman Shipbuilding.

The Contractor shall provide classified, up to the SECRET-NOFORN level, and unclassified conference rooms, and associated facilities for holding Government sponsored meetings, tele-conferencing and briefings for PMS 500 program personnel. Conference rooms and facilities should accommodate four meetings simultaneously, accommodating minimally 15 persons in each meeting. Meeting facilities are required to be within 20 minutes walking distance from

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the Washington Navy Yard (WNY). The Contractor shall have routine access to additional conference rooms as necessary and be able to host meetings and program reviews accommodating, minimally, 100 persons in locations convenient to the Washington Navy Yard and/or locations in the Washington metropolitan Area with sufficient visitor parking available.

The Contractor shall support surge requirements and special studies as necessary, and directed by the government, for all tasks for the duration of the period of performance. Surge and special studies support are estimated at the below labor mix and level of effort. Offeror(s) shall use this information in preparing their proposal submission--no deviations are authorized. These are notional figures, and execution may or may not change this mix depending on Navy directives or other governmental policies.

NOTE: Percentages reflect the portion of the total personnel estimated from the number shown in Attachment 7. Relevant experience is defined as experience that is similar in scope to the requirements specified herein.

Labor Mix Table #1

For Tasks 4 and 5 for Special Studies:

Senior Level labor 20%

Senior Level personnel are those that, at a minimum, have 20+ years of relevant experience.

Mid-Level labor 70%

Mid-level personnel are those that, at a minimum, have 10+ years of relevant experience.

Junior Level labor 10%

Junior Level personnel are those that have 10 years or less relevant experience.

Labor Mix Table #2

For Tasks 4 and 5 Base and Surge:

1 FTE = 1 senior

2 FTE = 1 senior, 1 mid-level

3 FTE = .5 senior, 2.25 mid-level, .25 junior

4 FTE = 1 senior, 2.5 mid-level, .5 junior

6 FTE = 2 senior, 3 mid-level, 1 junior

8 FTE = 2.5 senior, 4 mid-level, 1.5 junior

SECURITY REQUIREMENTS

The work under this contract shall be up to the SECRET-NOFORN level for all included tasks. Specific security requirements are as described in the attached DD254 (Attachment 2).

TASK 4 - LIVE FIRE TEST AND EVALUATION SERVICES (RDT&E)

a. The Contractor shall provide Live Fire Test and Evaluation (LFT&E) engineering and program management support in order to generate, review, and approve DDG 1000 LFT&E documentation, coordination of LFT&E personnel across program, manage test and evaluation processes, manage modeling and simulation (M&S) Verification, Validation and Accreditation (VV&A) processes, maintain

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program and test schedules, manage and track action items, and prepare presentations during the time period defined by conduct of detail design and construction of the lead ships in support of the DDG 1000 Program Office Test Director (PMS 500N). The Contractor shall produce weekly reports, participate in staff meetings, monitor LFT&E issues within technical and productions activities and maintain resources and budget requirements.

b. The Contractor shall generate LFT&E documentation and plans including Vulnerability Assessment Reports, and Live Fire Tests and the LFT&E Management Plan Revisions. The Contractor shall support implementation of the DDG 1000 LFT&E strategy, participation in prime contractors' Integrated Product and Process Development (IPPD) processes, support of the planning and conduct of the LFT&E events, and development of requirements in support of changing Threat, Design Reference Mission and Operational Requirements documentation.

c. The Contractor shall participate in related LFT&E IPTs and chair the PEO SHIPS LFT&E IPT. The Contractor shall review and support LFT&E focus areas including: Susceptibility Analysis, Vulnerability Analysis, Recoverability Analysis, and Lethality Analysis.

d. The Contractor shall provide live fire test support, including: reviewing of efforts of operation teams to ensure compliance with test objectives and requirements, attending progress meetings, provide technical expertise, review and evaluation of test issues, conduct test planning/ conduct risk assessment, review integrated reports, identify and report technical/ schedule/ cost issues, and manage environmental assessments and mitigations and operational security.

TASK 5 - LIVE FIRE TRIAL CLASS SERVICES (SCN)

a. The Contractor shall provide Live Fire Trial engineering and program management support in order to generate, review, and approve DDG 1000 Live Trial documentation, coordination of trial personnel across program, manage trial processes, manage modeling and simulation (M&S) Verification, Validation and Accreditation (VV&A) processes, maintain program and test schedules, manage and track action items, and prepare presentations during the time period defined by conduct of construction of the lead ships in support of the DDG 1000 Program Office T&E Department, located at the Washington Navy Yard. The Contractor shall produce weekly reports, participate in staff meetings, monitor trial issues within technical and productions activities and maintain resources and budget requirements.

b. The Contractor shall plan and manage the Total Ship Survivability Trials, Lethality Test and Reporting and Shock Trials.

c. The Contractor shall provide live fire trial support, including: reviewing of efforts of operation teams to ensure compliance with trial objectives and requirements, attending progress meetings, provide technical expertise, review and evaluation of trial issues, review integrated reports, identify and report technical/ schedule/ cost issues, and manage environmental and operational security.

Special Studies (Applicable to all Tasks listed in Section C - Statement of work

The Contractor shall perform and deliver studies, planning analysis, projects process improvements and/or excursions as related to the Task Statement of

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Work as listed in Section C. The Government shall coordinate with the Contractor the specific tasks to be documented in Technical Instructions and issued to the Contractor. Below is a list of example subject areas that the Contractor may be asked to research. This is not an all encompassing list, and due to the dynamic nature of the program, actual study requests may be other than those listed.

—
Task 4:

—
Example 1: The Contractor shall manage and assist in determination total ship, ship system and/or ship element Live Fire [Test and Evaluation] Testing alternatives to existing program of record Live Fire Test and Evaluation Management Plan and Test and Evaluation Master Plan.

—
Example 2: The Contractor shall research the pedigree of testing particular ship systems to assess Live Fire [Test and Evaluation] Testing cost, schedule and test-article configurations.

—
Example 3: The Contractor shall study Live Fire [Test and Evaluation] Testing plans, procedures and techniques for implementation as lessons learned for DDG 1000.

—
Task 5:

—
Example 1: The Contractor shall manage and assist in determination of alternatives to existing program of record Shock, Total Ship Survivability and Human Injury Live Fire Trials.

—
Example 2: The Contractor shall research the pedigree of testing particular ship systems to assess Live Fire Trial cost, schedule and test-article configurations.

—
Example 3: The Contractor shall study Shock, Total Ship Survivability and Human Injury Live Fire Trials plans, procedures and techniques for implementation as lessons learned for DDG 1000.

DELIVERABLES (applicable to all Tasks):

The Contractor shall prepare a monthly report, signed by the Contractor's Task Lead. Monthly performance reports will constitute certification of the contractor's invoices. The Monthly Report shall identify products provided, or in progress, during the reporting period. The report shall also itemize work accomplished and highlight significant events. The report shall include a cost expenditure plan on a SLIN basis, expenditure status to the plan and, specifically identifying travel and other direct charges. Additionally, the report shall tally invoice status, noting payments and outstanding balances. The reporting template for this deliverable is provided in Section J, Exhibit A.

CLAUSES INCORPORATED IN FULL TEXT

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other

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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 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

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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. 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.

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(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.

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(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.

(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.

TECHNICAL INSTRUCTIONS; ADDITIONAL PROVISIONS

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Efforts to be performed under Labor (Base and Surge) and Special Studies Items shall only be conducted upon receipt of a Technical Instruction signed by the Task Order Manager (TOM) or the Procuring Contracting Officer (PCO) identified under Section G of the contract. Within each Technical Instruction a total dollar amount shall be specified. The Contractor shall manage the cost, schedule and performance of each Technical Instruction issued under this contract and shall report cost/schedule/performance progress in accordance with contract CDRL requirements. The Contractor shall perform each Technical Instruction Statement of Work to the level of effort specified within the Technical Instruction and shall not exceed the cost plus fee or number of hours stated in each Technical Instruction. Verbal authorization from the TOM, or PCO, in lieu of a signed instruction is permissible provided that the verbal authorization is followed up with a technical instruction/amendment as applicable within ten (10) days. The Contractor shall conduct monthly status meetings with the TOM where the Contractor shall report for each Technical Instruction, the cumulative cost incurred, the projected funding depletion, a determination as to whether the funding is sufficient to complete each Technical Instruction and, if funding is not sufficient, state how much additional funding is required to complete each Technical Instruction. NOTE: Information provided during these meetings, whether verbally or in writing, do not satisfy the 'Limitation of Funds' or 'Limitation of Cost' clause requirements.

The contractor will be given 60 days from the receipt of a Technical Instruction (TI) to staff stated requirements, unless otherwise agreed upon between the TOM and contractor Task Order Manager.

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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 provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data 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 Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) name of requiring activity (PMS 500)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000, 4100, 4200, 4300 and 4400 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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.

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6101	1/27/2012 - 1/26/2013
6103	1/27/2012 - 1/26/2013
6105	1/27/2012 - 1/26/2013
6201	1/27/2013 - 1/26/2014
6203	1/27/2013 - 1/26/2014
6205	1/27/2013 - 1/26/2014
6301	1/27/2014 - 1/26/2015
6303	1/27/2014 - 1/26/2015
6305	1/27/2014 - 1/26/2015
6401	1/27/2015 - 1/26/2016
6403	1/27/2015 - 1/26/2016
6405	1/27/2015 - 1/26/2016

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

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

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

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

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


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



Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S3915A</u>
Pay Office DODAAC	<u>HQ0338</u> <u>N00024</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>N/A</u> <u>N/A</u>
LPO DODAAC	<u></u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:


(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781- or .

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POINTS OF CONTACT

The Government reserves the right to unilaterally change the points of contact at anytime. The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Andrew [REDACTED] SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Stacy [REDACTED]
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Stacy [REDACTED] SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM) (Lead)

Naval Sea Systems Command
Attn: Edward [REDACTED] PMS 500N
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

**Note that the TOM is the Contracting Officer's Representative (COR).*

TASK 4 MANAGER

Naval Sea Systems Command
Attn: Edward [REDACTED] PMS 500N
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

TASK 5 MANAGER

Naval Sea Systems Command
Attn: Edward [REDACTED], PMS 500N
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-[REDACTED]
e-mail: [REDACTED]

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Accounting Data

SLINID	PR Number	Amount
400101	N0002411FR59027	[REDACTED]
LLA :		
AB 17 1 1319 15A9 251 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		

600101	N0002411FR59027	[REDACTED]
LLA :		
AA 17 1 1319 15A9 252 [REDACTED] 2D 980340 [REDACTED]		
Standard Number: N0002411AF115A9		

BASE Funding [REDACTED]
Cumulative Funding 5 [REDACTED]

MOD 01 Funding 0.00
Cumulative Funding [REDACTED]

MOD 02

400101	N0002411FR59054	[REDACTED]
LLA :		
AB [REDACTED] 251 SA SHP 0 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		

400501	N0002411FR59054	[REDACTED]
LLA :		
AB 17 1 1319 15A9 [REDACTED] 068342 2D 980340 32464 000 0010		
Standard Number: N0002411AF115A9		

600101	N0002411FR59054	[REDACTED]
LLA :		
AA 17 1 1319 15A9 252 SA SHP 0 068342 2D [REDACTED] 000 0010		
Standard Number: N0002411AF115A9		

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

600102	N0002411FR59052	[REDACTED]
LLA :		
AC 17 X 4557 1M40 252 SA 385 0 068342 2D 000000 [REDACTED] 500 0000		
Standard Number: N000240XAF0NDSF		

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (*Applicable to CLINs 4000, 4001, 6000 and 6001 Option CLINs (if exercised) 4002, 4003, 4004, 4100, 4101, 4102, 4103, 4104, 4105, 4200, 4201, 4202, 4203, 4204, 4205, 4300, 4301, 4302, 4303, 4304, 4305, 4400, 4401, 4402, 4403, 4404, 4405, 6002, 6003, 6004, 6005, 6100, 6101, 6102, 6103, 6104, 6105, 6200, 6201, 6202, 6203, 6204, 6205, 6300, 6301, 6302, 6303, 6304, 6305, 6400, 6401, 6402, 6403, 6404 and 6405.*)

(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	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
4001	\$615,202	\$21,532	27 January 2011 – 26 January 2012
4005	\$842,316	\$12,684	31 March 2011 – 26 January 2012
6001	\$1,445,000	N/A	27 January 2011 – 26 January 2012

**Note that the amount allotted to fee is equal to the Target Fee specified in Section B for CPIF Items and is equal to the Fixed Fee specified in Section B for CPFF Items.*

(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.

ALLOTMENT OF FUNDS - ALTERNATE I (JAN 2008) (*Applicable to CLIN 4006-4007, Option CLINs (if exercised) 4008-4009, 4106-4109, 4206-4209, 4306-4309 and 4406 - 4409*)

(a) This contract is incrementally funded with respect to both cost and

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fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in SECTION B. 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:

<u>ITEM(S)</u>	<u>ALLOTTED TO EST.COST</u>	<u>ALLOTTED TO BASE FEE</u>	<u>ALLOTTED TO AWARD FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4006	N/A	N/A		
4007	N/A	N/A	\$33,837	27 January 2011 - 26 January 2012
4008	N/A	N/A		
4009	N/A	N/A	\$10,191	31 March 2011 - 26 January 2012
4106	N/A	N/A		
4107	N/A	N/A		
4108	N/A	N/A		
4109	N/A	N/A		
4206	N/A	N/A		
4207	N/A	N/A		
4208	N/A	N/A		
4209	N/A	N/A		
4306	N/A	N/A		
4307	N/A	N/A		
4308	N/A	N/A		
4309	N/A	N/A		
4406	N/A	N/A		
4407	N/A	N/A		
4408	N/A	N/A		
4409	N/A	N/A		

**Note that the above listed Items are Award Fee only. No amounts are allotted to cost or base fee for these Items. The amount allotted to Award Fee shall not exceed 5.50% of Target Costs for Labor CLINs 4000-4001, 40044405 4100-4101, 4104-4105, 4200-4201, 4204-4205, 4300-4301, 4304-4305, 4400-4401, and 4404-4405.*

(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

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funded CLINs/SLINs.

AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE

In the event that this Task Order is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this Task Order is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 208,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 800 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work

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until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may

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

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

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.

NAVSEA 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

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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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval prior to proposal submission. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.216-10 INCENTIVE FEE (MAR 1997) (Cost Incentive Fee applicable to all CPIF type Labor CLINs)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

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(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by thirty-five cents (\$.35) [Contracting Officer insert Contractor's participation] for every dollar that the total allowable cost is less than the target cost or decreased by thirty-five cents (\$.35) [Contracting Officer insert Contractor's participation] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than five and fifty one-hundredths (5.50) [Contracting Officer insert percentage] percent or less than zero and zero one-hundredths (0.00) [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2)

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of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to

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this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies*. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

(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.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
Base Year Surge and Special Studies - NLT 12 months after Task Order Award (MATOA)	
Option Year 1 CLINs (excluding Surge & Studies) - NLT 12 MATOA	
Option Year 1 Surge & Studies CLINs - NLT 24 MATOA	
Option Year 2 CLINs (excluding Surge & Studies) - NLT 24 MATOA	
Option Year 2 Surge & Studies CLINs - NLT 36 MATOA	
Option Year 3 CLINs (excluding Surge & Studies) - NLT 36 MATOA	
Option Year 3 Surge & Studies CLINs - NLT 48 MATOA	
Option Year 4 CLINs (excluding Surge & Studies) - NLT 48 MATOA	
Option Year 4 Surge & Studies CLINs - NLT 54 MATOA	

(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.

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008).

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor

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or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

"No or negligible value" means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

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

(c) *Required reporting of performance of work by the Contractor or a subcontractor.* The Contractor shall notify the Contracting Officer in writing if-

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

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

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

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

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Subpart [231.2](#) of the Defense FAR Supplement.

(e) *Access to records.*

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

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

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

(1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;

(2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;

(3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or

(4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRLs

Attachment 1 - NDA Form

Attachment 2 - DD254

Attachment 3 - PMS 500 Instruction

Attachment 4 - FADs for Task Order Award

Attachment 5: Financial Accounting Data Sheets for modification 02

Attachment 6: Financial Accounting Data Sheets for modification 03