

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE V		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 24		3. EFFECTIVE DATE 11-Apr-2014		4. REQUISITION/PURCHASE REQ. NO. 1300412064	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
N00024		S2404A			
Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 Cory.Iselin@navy.mil 202-781-3779			DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-EH03	
		10B. DATED (SEE ITEM 13) 13-Jun-2012	
CAGE CODE 17038	FACILITY CODE	[X]	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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.
[]	
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Pursuant Allotment of Funds Clause

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		Mercedes S Burrell, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)	11-Apr-2014	BY /s/Mercedes S Burrell (Signature of Contracting Officer)	11-Apr-2014

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. EH03	AMENDMENT/MODIFICATION NO. 24	PAGE 2 of 11	FINAL
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GENERAL INFORMATION

The purpose of this modification is to 1) incrementally fund CLINs 4101, 4102, 4103, 4104, 4105, 4106, 4107 and 6101, 2) Under section G add new lines of accounting, 3) Under Section H update the Allotment of Funds Clause, and 4) Update Attachment 3 – Key personnel. Accordingly, said Task Order is modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, Incrementally fund the following CLINs 4101, 4102, 4103, 4104, 4105, 4106, 4107 and 6101 as follows:

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410140	WJ			
Funding	From			\$58,370
	By			\$138,922
	To			\$197,292

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410143	WB			
Funding	From			\$40,000
	By			\$58,417
	To			\$98,417

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410145	WG			
Funding	From			\$16,627
	By			\$44,469
	To			\$61,096

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410146	VZ			
Funding	From			\$222,500
	By			\$244,035
	To			\$466,535

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410147	WC			
Funding	From			\$57,391
	By			\$214,881
	To			\$272,272

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410152	WN			

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Funding	From			\$0
	By			\$5,495
	To			\$5,495

SLIN		Est. Cost	Fixed Fee	CPFF
410153	WD			
Funding	From			\$0
	By			\$45,653
	To			\$45,653

SLIN		Est. Cost	Fixed Fee	CPFF
410154	WP			
Funding	From			\$0
	By			\$108,763
	To			\$108,763

SLIN		Est. Cost	Fixed Fee	CPFF
410155	WQ			
Funding	From			\$0
	By			\$100,000
	To			\$100,000

SLIN		Est. Cost	Fixed Fee	CPFF
410156	WR			
Funding	From			\$0
	By			\$25,087
	To			\$25,087

SLIN		Est. Cost	Fixed Fee	CPFF
410157	WF			
Funding	From			\$0
	By			\$23,812
	To			\$23,812

SLIN		Est. Cost	Fixed Fee	CPFF
410218	VZ			
Funding	From			\$65,000
	By			\$65,424
	To			\$130,424

SLIN		Est. Cost	Fixed Fee	CPFF
410222	WG			

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Funding	From			\$0
	By			\$199,000
	To			\$199,000

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410223	WR			
Funding	From			\$0
	By			\$86,357
	To			\$86,357

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410317	WB			
Funding	From			\$70,500
	By			\$138,834
	To			\$209,334

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410318	WG			
Funding	From			\$433,373
	By			\$112,023
	To			\$545,396

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410319	VZ			
Funding	From			\$207,500
	By			\$178,026
	To			\$385,526

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410322	WM			
Funding	From			\$0
	By			\$103,104
	To			\$103,104

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410323	WR			
Funding	From			\$0
	By			\$124,285
	To			\$124,285

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410413	WD			

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Funding	From			\$372,957
	By			(\$31,000)
	To			\$341,957

SLIN		Est. Cost	Fixed Fee	CPFF
410416	WM			
Funding	From			\$0
	By			\$96,896
	To			\$96,896

SLIN		Est. Cost	Fixed Fee	CPFF
410417	WE			
Funding	From			\$0
	By			\$55,104
	To			\$55,104

SLIN		Est. Cost	Fixed Fee	CPFF
410418	WR			
Funding	From			\$0
	By			\$56,590
	To			\$56,590

SLIN		Est. Cost	Fixed Fee	CPFF
410503	SL			
Funding	From			\$265,000
	By			(\$19,000)
	To			\$246,000

SLIN		Est. Cost	Fixed Fee	CPFF
410511	WW			
Funding	From			\$0
	By			\$112,236
	To			\$112,236

SLIN		Est. Cost	Fixed Fee	CPFF
410609	DK			
Funding	From			\$7,000
	By			(\$7,000)
	To			\$0

SLIN		Est. Cost	Fixed Fee	CPFF
410611	WT			

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Funding	From			\$0
	By			\$115,000
	To			\$115,000

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410711	VZ			
Funding	From			\$0
	By			\$38,000
	To			\$38,000

<u>SLIN</u>		<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
410712	WU			
Funding	From			\$0
	By			\$19,000
	To			\$19,000

<u>SLIN</u>		<u>Est. Cost</u>
610124	DK	
Funding	From	
	By	
	To	

<u>SLIN</u>		<u>Est. Cost</u>
610125	WT	
Funding	From	
	By	
	To	

<u>SLIN</u>		<u>Est. Cost</u>
610126	WV	
Funding	From	
	By	
	To	

2. Under SECTION G – ACCOUNTING DATA, add the following lines of accounting:

410140 130038954700015 138922.00

LLA : WJ 1741804 8D4D 251 SB404 0 050120 2D 000000 A10002019852

410143 130038941300009 58417.00

LLA : WB 1741810 H2SA 251 SB401 0 050120 2D 000000 A10002018829

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410145 130038954600011 44469.00
LLA : WG 1741319 H4NZ 251 SB415 0 050120 2D 000000 A20002019851

410146 130038930000005 244035.00
LLA : VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410147 130038941300011 214881.00
LLA : WC 1741810 H2ML 251 SB435 0 050120 2D 000000 A20002018829

410152 130038954700016 5495.00
LLA : WN 1741804 8D4D 251 SB401 0 050120 2D 000000 A70002019852

410153 130038941300013 45653.00
LLA : WD 1741810 H1PL 251 SB435 0 050120 2D 000000 A30002018829

410154 130038941300014 108763.00
LLA : WP 1731810 H2ML 251 SB435 0 050120 2D 000000 A40002018829

410155 130040969600001 100000.00
LLA : WQ 1741507 H3TD 251 SB415 0 050120 2D 000000 A00002176804

410156 130040934600001 25087.00
LLA : WR 1741804 3D2D 251 00030 0 050120 2D 000000 A00002173989

410157 130038954600013 23812.00
LLA : WF 1741319 H4RJ 251 SB397 0 050120 2D 000000 A10002019851

410218 130038930000006 65424.00
LLA : VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410222 130038954600009 199000.00
LLA : WG 1741319 H4NZ 251 SB415 0 050120 2D 000000 A20002019851

410223 130040934600002 86357.00
LLA : WR 1741804 3D2D 251 00030 0 050120 2D 000000 A00002173989

410317 130038941300010 138834.00
LLA : WB 1741810 H2SA 251 SB401 0 050120 2D 000000 A10002018829

410318 130038954600012 112023.00
LLA : WG 1741319 H4NZ 251 SB415 0 050120 2D 000000 A20002019851

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410319 130038930000007 178026.00

LLA : VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410322 130038941300016 103104.00

LLA : WM 1741810 H2WM 251 SB415 0 050120 2D 000000 A50002018829

410323 130040934600003 124285.00

LLA : WR 1741804 3D2D 251 00030 0 050120 2D 000000 A00002173989

410413 130038941300008 (31000.00)

LLA : WD 1741810 H1PL 251 SB435 0 050120 2D 000000 A30002018829

410416 130038941300015 96896.00

LLA : WM 1741810 H2WM 251 SB415 0 050120 2D 000000 A50002018829

410417 130038954600014 55104.00

LLA : WE 1741319 H7FN 251 SB415 0 050120 2D 000000 A00002019851

410418 130040934600004 56590.00

LLA : WR 1741804 3D2D 251 00030 0 050120 2D 000000 A00002173989

410503 130032134200003 (19000.00)

LLA : SL 97-11X8242 2884 000 74842 0 065916 2D PATW44 919680020LEA

410511 130041206400001 112236.00

LLA : WW 97-11X8242 PPP4 251 V1C00 0 050120 2D 000000 A00002192856

410609 130038954700012 (7000.00)

LLA : DK 1741804 8B5B 251 V4R00 0 050120 2D 000000 A40002019852

410611 130038954700017 115000.00

LLA : WT 1741804 8B2B 251 V4R00 0 050120 2D 000000 A80002019852

410711 130038930000008 38000.00

LLA : VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410712 130040973800001 19000.00

LLA : WU 1741319 84RJ 251 V73R0 0 050120 2D 000000 A00002177041

610124 130038954700020 7000.00

LLA : DK 1741804 8B5B 251 V4R00 0 050120 2D 000000 A40002019852

610125 130038954700018 2500.00

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LLA : WT 1741804 8B2B 251 V4R00 0 050120 2D 000000 A80002019852

610126 130040973800002 7000.00

LLA : WV 1741319 84RJ 251 V73R0 0 050120 2D 000000 A10002177041

MOD 24 Funding \$2,468,913.00

3. Under Section H, Special Contract Requirements, NAVSEA 5252.232-9104, Allotment of Funds, update paragraphs (a) to show the funded amount for CLIN 4101, 4102, 4103, 4104, 4105, 4106, 4107 and 6101 as follows:

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 52.216-10), is specified below. The amount(s) presently available and allotted to this task order 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	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4001				15,196,284.00		06/13/2012 - 06/12/2013
4008				47,500.00		06/13/2012 - 06/12/2013
4009				110,000.00		06/13/2012 - 06/12/2013
4101				7,234,509.00		06/13/2013 - 06/12/2014
4102				3,090,168.00		06/13/2013 - 06/12/2014
4103				5,159,828.00		06/13/2013 - 06/12/2014
4104				4,726,363.00		06/13/2013 - 06/12/2014
4105				1,297,236.00		06/13/2013 - 06/12/2014
4106				1,751,000.00		06/13/2013 - 06/12/2014

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4107				1,083,416.00	11,196.70	06/13/2013 - 06/12/2014
6001						06/13/2012 - 06/12/2013
6101						06/13/2013 - 06/12/2014

**Note that the amount allotted to fee is equal to the Fixed Fee specified in Section B.*

4) Update Attachment 3 – Key Personnel to reflect the following key personnel changes:

- Change PMS435 Principal Analyst/Program Lead (Task 1.4) to [REDACTED]
- Remove PMS 415 Program Manager (Task 1.2)
- Remove PMS 415 Principal Analyst/Program Lead (Task 1.2)
- Change PMS 415 Senior Analyst (Task 1.3) to [REDACTED]
- Change PMS 415 Senior Analyst (Non-CAAS) to [REDACTED]

Except as modified herein, all terms and conditions remain unchanged and in full force and effect.

The Line of Accounting information is hereby changed as follows:

410711:

From:

To: VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410712:

From:

To: WU 1741319 84RJ 251 V73R0 0 050120 2D 000000 A00002177041

The total amount of funds obligated to the task is hereby increased from \$37,672,110.00 by \$2,468,913.00 to \$40,141,023.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410140	O&MN,N	58,370.00	138,922.00	197,292.00
410143	OPN	40,000.00	58,417.00	98,417.00
410145	RDT&E	16,627.00	44,469.00	61,096.00
410146	RDT&E	222,500.00	244,035.00	466,535.00
410147	OPN	57,391.00	214,881.00	272,272.00
410152	O&MN,N	0.00	5,495.00	5,495.00

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410153	OPN	0.00	45,653.00	45,653.00
410154	OPN	0.00	108,763.00	108,763.00
410155	WPN	0.00	100,000.00	100,000.00
410156	O&MN,N	0.00	25,087.00	25,087.00
410157	RDT&E	0.00	23,812.00	23,812.00
410218	RDT&E	65,000.00	65,424.00	130,424.00
410222	RDT&E	0.00	199,000.00	199,000.00
410223	O&MN,N	0.00	86,357.00	86,357.00
410317	OPN	70,500.00	138,834.00	209,334.00
410318	RDT&E	433,373.00	112,023.00	545,396.00
410319	RDT&E	207,500.00	178,026.00	385,526.00
410322	OPN	0.00	103,104.00	103,104.00
410323	O&MN,N	0.00	124,285.00	124,285.00
410413	OPN	372,957.00	(31,000.00)	341,957.00
410416	OPN	0.00	96,896.00	96,896.00
410417	RDT&E	0.00	55,104.00	55,104.00
410418	O&MN,N	0.00	56,590.00	56,590.00
410503	FMS	265,000.00	(19,000.00)	246,000.00
410511	FMS	0.00	112,236.00	112,236.00
410609	O&MN,N	7,000.00	(7,000.00)	0.00
410611	O&MN,N	0.00	115,000.00	115,000.00
410711	RDT&E	0.00	38,000.00	38,000.00
410712	RDT&E	0.00	19,000.00	19,000.00
610124	O&MN,N	0.00	7,000.00	7,000.00
610125	O&MN,N	0.00	2,500.00	2,500.00
610126	RDT&E	0.00	7,000.00	7,000.00

The total value of the order is hereby increased from \$187,908,916.00 by \$0.00 to \$187,908,916.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4001	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Note A) (Fund Type - TBD)		HR			\$25,211,970.00
400101	R408	Incremental Funding for CLIN 4001 (FMS)					
400102	R408	Incremental Funding for CLIN 4001 (O&MN,N)					
400103	R408	Incremental Funding for CLIN 4001 (O&MN,N)					
400104	R408	Incremental Funding for CLIN 4001 (O&MN,N)					
400105	R408	Incremental Funding for CLIN 4001 (OPN)					
400106	R408	Incremental Funding for CLIN 4001 (RDT&E)					
400107	R408	Incremental Funding for CLIN 4001 (RDT&E)					
400108	R408	Incremental Funding for CLIN 4001 (O&MN,N)					
400109	R408	Incremental Funding for CLIN 4001 (O&MN,N)					
400110	R408	Incremental					

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Funding for CLIN
4001 (SCN)

400111 R408 Incremental
Funding for CLIN
4001 (OPN)

400112 R408 Incremental
Funding for CLIN
4001 (OPN)

400113 R408 Incremental
Funding for CLIN
4001 (OPN)

400114 R408 Incremental
Funding for CLIN
4001 (OPN)

400115 R408 Incremental
Funding for CLIN
4001 (OPN)

400116 R408 Incremental
Funding for CLIN
4001 (SCN)

400117 R408 Incremental
Funding for CLIN
4001 (SCN)

400118 R408 Incremental
Funding for CLIN
4001 (SCN)

400119 R408 Incremental
Funding for CLIN
4001 (SCN)

400121 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400122 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400123 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400124 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400125 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

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400126 R408 Incremental
Funding for CLIN
4001 (OPN)

400127 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400128 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400129 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400130 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400131 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400132 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400133 R408 Incremental
Funding for CLIN
4001 (OPN)

400134 R408 Incremental
Funding for CLIN
4001 (OPN)

400135 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400136 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400137 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400138 R408 Incremental
Funding for CLIN
4001 (OPN)

400139 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400140 R408 Incremental

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Funding for CLIN
4001 (OPN)

400141 R408 Incremental
Funding for CLIN
4001 (OPN)

400142 R408 Incremental
Funding for CLIN
4001 (OPN)

400143 R408 Incremental
Funding for CLIN
4001 (SCN)

400144 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400145 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400146 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400147 R408 Incremental
Funding for CLIN
4001 (FMS)

400148 R408 Incremental
Funding for CLIN
4001 (FMS)

400149 R408 Incremental
Funding for CLIN
4001 (SCN)

400150 R408 Incremental
Funding for CLIN
4001 (SCN)

400151 R408 Incremental
Funding for CLIN
4001 (SCN)

400152 R408 Incremental
Funding for CLIN
4001 (FMS)

400153 R408 Incremental
Funding for CLIN
4001 (FMS)

400154 R408 Incremental
Funding for CLIN
4001 (SCN)

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400155 R408 Incremental
Funding for CLIN
4001 (SCN)

400156 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400157 R408 Incremental
Funding for CLIN
4001 (OPN)

400158 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400159 R408 Incremental
Funding for CLIN
4001 (RDT&E)

400160 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

400161 R408 Incremental
Funding for CLIN
4001 (O&MN,N)

4002	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Notes A, B) (Fund Type - TBD) Option	██████	HR	████████████████	████████████████	\$6,056,142.00
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4003	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Notes A, B) (Fund Type - TBD) Option	██████	HR	████████████████	████████████████	\$6,056,142.00
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4004	R408	Programmatic Support, Business and Financial	██████	HR	████████████████	████████████████	\$6,056,142.00
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Mgmt Support,
Technical and
Engineering
Support and
Logistics Support
Services (Notes
A, B) (Fund Type
- TBD)
Option

4005	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Notes A, B) (Fund Type - TBD) Option	████████	HR	████████	████████	\$6,056,142.00
4006	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Notes A, B) (Fund Type - TBD) Option	████████	HR	████████	████████	\$6,056,142.00
4007	R408	Programmatic Support, Business and Financial Mgmt Support, Technical and Engineering Support and Logistics Support Services (Notes A, B) (Fund Type - TBD) Option	████████	HR	████████	████████	\$6,056,142.00
4008	R408	Other Customer Funds (Notes A, B) (Fund Type - TBD)	████████	HR	████████	████████	\$11,190,140.00
400801	R408	Incremental Funding for CLIN 4008 (O&MN,N)					

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4009 R408 Surge (Notes A, [REDACTED] HR [REDACTED] [REDACTED] \$11,190,140.00
B, D) (Fund Type
- TBD)

400901 R408 Incremental
Funding for CLIN
4009 (O&MN,N)

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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4101 R408 Programmatic [REDACTED] HR [REDACTED] [REDACTED] \$22,765,624.00
Support Services
(Notes A, B)
(Fund Type - TBD)

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

410101 R408 Incremental
Funding For CLIN
4101 (SCN)

410102 R408 Incremental
Funding For CLIN
4101 (SCN)

410103 R408 Incremental
Funding For CLIN
4101 (SCN)

410104 R408 Incremental
Funding For CLIN
4101 (SCN)

410105 R408 Incremental
Funding For CLIN
4101 (SCN)

410106 R408 Incremental
Funding For CLIN
4101 (SCN)

410107 R408 Incremental
Funding For CLIN
4101 (SCN)

410108 R408 Incremental
Funding For CLIN
4101 (OPN)

410109 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410110 R408 Incremental
Funding For CLIN

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4101 (RDT&E)

410111 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410112 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410113 R408 Incremental
Funding For CLIN
4101 (OPN)

410114 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410115 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410116 R408 Incremental
Funding For CLIN
4101 (OPN)

410117 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410118 R408 Incremental
Funding For CLIN
4101 (OPN)

410119 R408 Incremental
Funding For CLIN
4101 (OPN)

410120 R408 Incremental
Funding For CLIN
4101 (OPN)

410121 R408 Incremental
Funding For CLIN
4101 (SCN)

410122 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410123 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410124 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

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410125 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410126 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410127 R408 Incremental
Funding For CLIN
4101 (SCN)

410128 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410129 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410130 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410131 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410132 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410133 R408 Incremental
Funding For CLIN
4101 (SCN)

410134 R408 Incremental
Funding For CLIN
4101 (OPN)

410135 R408 Incremental
Funding For CLIN
4101 (OPN)

410136 R408 Incremental
Funding For CLIN
4101 (OPN)

410137 R408 Incremental
Funding For CLIN
4101 (FMS)

410138 R408 Incremental
Funding For CLIN
4101 (SCN)

410139 R408 Incremental
Funding For CLIN

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4101 (O&MN,N)

410140 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410141 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410142 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410143 R408 Incremental
Funding For CLIN
4101 (OPN)

410144 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410145 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410146 R408 Incremental
Funding For CLIN
4101 (RDT&E)

410147 R408 Incremental
Funding For CLIN
4101 (OPN)

410148 R408 Incremental
Funding For CLIN
4101 (SCN)

410149 R408 Incremental
Funding For CLIN
4101 (SCN)

410150 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410151 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410152 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410153 R408 Incremental
Funding For CLIN
4101 (OPN)

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410154 R408 Incremental
Funding For CLIN
4101 (OPN)

410155 R408 Incremental
Funding For CLIN
4101 (WPN)

410156 R408 Incremental
Funding For CLIN
4101 (O&MN,N)

410157 R408 Incremental
Funding For CLIN
4101 (RDT&E)

4102 R408 Business and [REDACTED] HR [REDACTED] [REDACTED] \$11,690,985.00
Financial Mgmt
Support Services
(Notes A, B)
(Fund Type - TBD)
Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

410201 R408 Incremental
Funding in
Support of CLIN
4102 (SCN)

410202 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410203 R408 Incremental
Funding in
Support of CLIN
4102 (RDT&E)

410204 R408 Incremental
Funding in
Support of CLIN
4102 (RDT&E)

410205 R408 Incremental
Funding in
Support of CLIN
4102 (O&MN,N)

410206 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410207 R408 Incremental
Funding in

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Support of CLIN
4102 (OPN)

410208 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410209 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410210 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410211 R408 Incremental
Funding in
Support of CLIN
4102 (SCN)

410212 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410213 R408 Incremental
Funding in
Support of CLIN
4102 (FMS)

410214 R408 Incremental
Funding in
Support of CLIN
4102 (SCN)

410215 R408 Incremental
Funding in
Support of CLIN
4102 (SCN)

410216 R408 Incremental
Funding in
Support of CLIN
4102 (O&MN,N)

410217 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410218 R408 Incremental
Funding in
Support of CLIN
4102 (RDT&E)

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410219 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410220 R408 Incremental
Funding in
Support of CLIN
4102 (OPN)

410221 R408 Incremental
Funding in
Support of CLIN
4102 (RDT&E)

410222 R408 Incremental
Funding in
Support of CLIN
4102 (RDT&E)

410223 R408 Incremental
Funding in
Support of CLIN
4102 (O&MN,N)

4103 R408 Technical and [REDACTED] HR [REDACTED] [REDACTED] \$32,010,776.00
Engineering
Support Services
(Notes A, B)
(Fund Type - TBD)
Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

410301 R408 Incremental
Funding in
Support of CLIN
4103 (OPN)

410302 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410303 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410304 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410305 R408 Incremental
Funding in
Support of CLIN

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4103 (RDT&E)

410306 R408 Incremental
Funding in
Support of CLIN
4103 (OPN)

410307 R408 Incremental
Funding in
Support of CLIN
4103 (O&MN,N)

410308 R408 Incremental
Funding in
Support of CLIN
4103 (OPN)

410309 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410310 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410311 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410312 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410313 R408 Incremental
Funding in
Support of CLIN
4103 (FMS)

410314 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410315 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410316 R408 Incremental
Funding in
Support of CLIN
4103 (SCN)

410317 R408 Incremental

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Funding in
Support of CLIN
4103 (OPN)

410318 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410319 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410320 R408 Incremental
Funding in
Support of CLIN
4103 (OPN)

410321 R408 Incremental
Funding in
Support of CLIN
4103 (RDT&E)

410322 R408 Incremental
Funding in
Support of CLIN
4103 (OPN)

410323 R408 Incremental
Funding in
Support of CLIN
4103 (O&MN,N)

4104 R408 Logistics Support [REDACTED] HR [REDACTED] [REDACTED] \$11,781,052.00
Services (Notes
A, B) (Fund Type
- TBD)

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

410401 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410402 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410403 R408 Incremental
Funding in
Support of CLIN
4104 (OPN)

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410404 R408 Incremental
Funding in
Support of CLIN
4104 (RDT&E)

410405 R408 Incremental
Funding in
Support of CLIN
4104 (RDT&E)

410406 R408 Incremental
Funding in
Support of CLIN
4104 (OPN)

410407 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410408 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410409 R408 Incremental
Funding in
Support of CLIN
4104 (O&MN,N)

410410 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410411 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410412 R408 Incremental
Funding in
Support of CLIN
4104 (SCN)

410413 R408 Incremental
Funding in
Support of CLIN
4104 (OPN)

410414 R408 Incremental
Funding in
Support of CLIN
4104 (RDT&E)

410415 R408 Incremental
Funding in
Support of CLIN

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4104 (SCN)

410416 R408 Incremental
Funding in
Support of CLIN
4104 (OPN)

410417 R408 Incremental
Funding in
Support of CLIN
4104 (RDT&E)

410418 R408 Incremental
Funding in
Support of CLIN
4104 (O&MN,N)

4105 R408 FMS/International [REDACTED] HR [REDACTED] [REDACTED] \$4,162,460.00
(Non-CAAS)
Support (Notes A,
B)
(FMS Case #XX-X-T
BD)
Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

410501 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410502 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410503 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410504 R408 Incremental
Funding in
Support of CLIN
4105 (O&MN,N)

410505 R408 Incremental
Funding in
Support of CLIN
4105 (O&MN,N)

410506 R408 Incremental
Funding in
Support of CLIN
4105 (O&MN,N)

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410507 R408 Incremental
Funding in
Support of CLIN
4105 (O&MN,N)

410508 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410509 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410510 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410511 R408 Incremental
Funding in
Support of CLIN
4105 (FMS)

410512 R408 RESERVED (FMS)

410513 R408 RESERVED (FMS)

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4106	R408	Other Customer Funds (Notes A, B) (Fund Type - TBD)		HR			\$15,094,730.00
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410601 R408 Incremental
Funding in
Support of CLIN
4106 (SCN)

410602 R408 Incremental
Funding in
Support of CLIN
4106 (RDT&E)

410603 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410604 R408 Incremental
Funding in
Support of CLIN
4106 (OPN)

410605 R408 Incremental

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Funding in
Support of CLIN
4106 (O&MN,N)

410606 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410607 R408 Incremental
Funding in
Support of CLIN
4106 - 10 U.S.C.
2410(a) Authority
is hereby invoked
(O&MN,N)

410608 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410609 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410610 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410611 R408 Incremental
Funding in
Support of CLIN
4106 (O&MN,N)

410612 R408 RESERVED (Fund
Type - TBD)

4107	R408	Surge (Notes A,B, D) (Fund Type - TBD)		HR			\$10,063,153.00
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410701 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410702 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410703 R408 Incremental
Funding for CLIN
4107 (SCN)

410704 R408 Incremental
Funding for CLIN

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4107 (SCN)

410705 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410706 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410707 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410708 R408 Incremental
Funding for CLIN
4107 (SCN)

410709 R408 Incremental
Funding for CLIN
4107 (O&MN,N)

410710 R408 Incremental
Funding for CLIN
4107 (SCN)

410711 R408 Incremental
Funding for CLIN
4107 (RDT&E)

410712 R408 Incremental
Funding for CLIN
4107 (RDT&E)

410713 R408

410714 R408

410715 R408 Incremental
Funding for CLIN
4107 (SCN)

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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4201	R408	Programmatic Support Services (Notes A, B) (Fund Type - TBD) Option		HR			\$23,217,984.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0				
		Government Underrun Share Line	70.0				
4202	R408	Business and Financial Mgmt Support Services		HR			\$11,931,265.00

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(Notes A, B)
(Fund Type - TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

4203 R408 Technical and [REDACTED] HR [REDACTED] [REDACTED] \$33,658,999.00

Engineering
Support Services
(Notes A, B)
(Fund Type - TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

4204 R408 Logistics Support [REDACTED] HR [REDACTED] [REDACTED] \$12,115,004.00

Services (Notes
A, B) (Fund Type
- TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

4205 R408 FMS/International [REDACTED] HR [REDACTED] [REDACTED] \$4,065,970.00

(Non-CAAS)
Support (Notes A,
B)
(FMS Case #XX-X-T
BD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4206 R408 Other Customer [REDACTED] HR [REDACTED] [REDACTED] \$15,360,450.00

Funds (Notes A,
B) (Fund Type -
TBD)
Option

4207 R408 Surge (Notes A, [REDACTED] HR [REDACTED] [REDACTED] \$10,240,299.00

B, D) (Fund Type
- TBD)
Option

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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4301	R408	Programmatic Support Services (Notes A, B) (Fund Type - TBD) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0	[REDACTED] HR [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	\$23,679,109.00
4302	R408	Business and Financial Mgmt Support Services (Notes A, B) (Fund Type - TBD) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0	[REDACTED] HR [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	\$12,177,083.00
4303	R408	Technical and Engineering Support Services (Notes A, B) (Fund Type - TBD) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0	[REDACTED] HR [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	\$35,242,997.00
4304	R408	Logistics Support Services (Notes A, B) (Fund Type - TBD) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0	[REDACTED] HR [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	\$12,443,690.00
4305	R408	FMS/International (Non-CAAS) Support (Notes A, B) (FMS Case #XX-X-T BD) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0	[REDACTED] HR [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	\$4,261,882.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	----	-----	-----	-----
4306	R408	Other Customer		HR	[REDACTED]	[REDACTED]	\$15,657,450.00

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Funds (Notes A,
B) (Fund Type -
TBD)
Option

4307 R408 Surge (Notes A, [REDACTED] HR [REDACTED] [REDACTED] \$10,438,300.00

B, D) (Fund Type
- TBD)
Option

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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4401 R408 Programmatic [REDACTED] HR [REDACTED] [REDACTED] \$24,153,314.00

Support Services
(Notes A, B)
(Fund Type - TBD)
Option

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

4402 R408 Business and [REDACTED] HR [REDACTED] [REDACTED] \$12,431,693.00

Financial Mgmt
Support Services
(Notes A, B)
(Fund Type - TBD)
Option

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

4403 R408 Technical and [REDACTED] HR [REDACTED] [REDACTED] \$35,988,574.00

Engineering
Support Services
(Notes A, B)
(Fund Type - TBD)
Option

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

4404 R408 Logistics Support [REDACTED] HR [REDACTED] [REDACTED] \$12,711,507.00

Services (Notes
A, B) (Fund Type
- TBD)
Option

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

4405 R408 FMS/International [REDACTED] HR [REDACTED] [REDACTED] \$4,352,245.00

(Non-CAAS)
Support (Notes A,

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B)
(FMS Case #XX-X-T
BD)
Option

Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0

Government Underrun Share Line 70.0

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4406	R408	Other Customer Funds (Notes A, B) (Fund Type - TBD) Option	[REDACTED]	HR	[REDACTED]	[REDACTED]	\$15,984,237.00
4407	R408	Surge (Notes A, B, D) (Fund Type - TBD) Option	[REDACTED]	HR	[REDACTED]	[REDACTED]	\$10,656,158.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5001	R408	Undersea Warfare Magazine (Fund Type - TBD) Option	1.0	LO	[REDACTED]	[REDACTED]
5101	R408	Undersea Warfare Magazine (Note B) (Fund Type - TBD) Option	1.0	LO	[REDACTED]	[REDACTED]
5201	R408	Undersea Warfare Magazine (Note B) (Fund Type - TBD) Option	1.0	LO	[REDACTED]	[REDACTED]
5301	R408	Undersea Warfare Magazine (Note B) (Fund Type - TBD) Option	1.0	LO	[REDACTED]	[REDACTED]
5401	R408	Undersea Warfare Magazine (Note B) (Fund Type - TBD) Option	1.0	LO	[REDACTED]	[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6001 R408 ODCs associated
with the Base
Year (Note C)
(Fund Type - TBD)

1.0 LO



600101 R408 RESERVED (FMS)

600102 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600103 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600104 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600105 R408 Incremental
Funding for CLIN
6001 (OPN)

600106 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600107 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600108 R408 RESERVED (Fund
Type - TBD)

600109 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600110 R408 Incremental
Funding for CLIN
6001 (SCN)

600111 R408 Incremental
Funding for CLIN
6001 (OPN)

600112 R408 Incremental
Funding for CLIN
6001 (OPN)

600113 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600114 R408 RESERVED (Fund
Type - TBD)

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600115 R408 RESERVED (Fund
Type - TBD)

600116 R408 RESERVED (Fund
Type - TBD)

600117 R408 RESERVED (Fund
Type - TBD)

600118 R408 RESERVED (Fund
Type - TBD)

600119 R408 RESERVED (Fund
Type - TBD)

600120 R408 RESERVED (Fund
Type - TBD)

600121 R408 RESERVED (Fund
Type - TBD)

600122 R408 RESERVED (Fund
Type - TBD)

600123 R408 RESERVED (Fund
Type - TBD)

600124 R408 RESERVED (Fund
Type - TBD)

600125 R408 RESERVED (Fund
Type - TBD)

600126 R408 Incremental
Funding for CLIN
6001 (OPN)

600127 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600128 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600129 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600130 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600131 R408 RESERVED (Fund
Type - TBD)

600132 R408 RESERVED (Fund

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Type - TBD)

600133 R408 RESERVED (Fund
Type - TBD)

600134 R408 RESERVED (Fund
Type - TBD)

600135 R408 RESERVED (Fund
Type - TBD)

600136 R408 RESERVED (Fund
Type - TBD)

600137 R408 RESERVED (Fund
Type - TBD)

600138 R408 Incremental
Funding for CLIN
6001 (OPN)

600139 R408 RESERVED (Fund
Type - TBD)

600140 R408 Incremental
Funding for CLIN
6001 (OPN)

600141 R408 RESERVED (Fund
Type - TBD)

600142 R408 RESERVED (Fund
Type - TBD)

600143 R408 Incremental
Funding for CLIN
6001 (SCN)

600144 R408 Incremental
Funding for CLIN
6001 (RDT&E)

600145 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

600146 R408 RESERVED (Fund
Type - TBD)

600147 R408 RESERVED (Fund
Type - TBD)

600148 R408 Incremental
Funding for CLIN
6001 (FMS)

600149 R408 RESERVED (Fund
Type - TBD)

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600150 R408 RESERVED (Fund
Type - TBD)

600151 R408 RESERVED (Fund
Type - TBD)

600152 R408 RESERVED (Fund
Type - TBD)

600153 R408 RESERVED (Fund
Type - TBD)

600154 R408 RESERVED (Fund
Type - TBD)

600155 R408 RESERVED (Fund
Type - TBD)

600156 R408 RESERVED (Fund
Type - TBD)

600157 R408 RESERVED (Fund
Type - TBD)

600158 R408 RESERVED (Fund
Type - TBD)

600159 R408 RESERVED (Fund
Type - TBD)

600160 R408 Incremental
Funding for CLIN
6001 (O&MN,N)

6101 R408 ODCs associated
with the Option
Year 1 (Notes B,
C) (Fund Type -
TBD)

610101 R408 Incremental
Funding in
Support of CLIN
6101 (OPN)

610102 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610103 R408 Incremental
Funding in
Support of CLIN
6101 (OPN)

610104 R408 Incremental
Funding in

1.0 LO



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Support of CLIN
6101 (O&MN,N)

610105 R408 Incremental
Funding in
Support of CLIN
6101 (OPN)

610106 R408 Incremental
Funding in
Support of CLIN
6101 (FMS)

610107 R408 Incremental
Funding in
Support of CLIN
6101 (SCN)

610108 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610109 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

610110 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610111 R408 Incremental
Funding in
Support of CLIN
6101 (SCN)

610112 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

610113 R408 Incremental
Funding in
Support of CLIN
6101 (OPN)

610114 R408 Incremental
Funding in
Support of CLIN
6101 (FMS)

610115 R408 Incremental
Funding in
Support of CLIN
6101 (FMS)

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610116 R408 Incremental
Funding in
Support of CLIN
6101 (SCN)

610117 R408 Incremental
Funding in
Support of CLIN
6101 (SCN)

610118 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610119 R408 Incremental
Funding in
Support of CLIN
6101 (OPN)

610120 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

610121 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

610122 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

610123 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610124 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610125 R408 Incremental
Funding in
Support of CLIN
6101 (O&MN,N)

610126 R408 Incremental
Funding in
Support of CLIN
6101 (RDT&E)

6201 R408 ODCs associated with the Option
Year 2 (Notes B, 1.0 LO



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C) (Fund Type -
TBD)
Option

6301 R408 ODCs associated 1.0 LO
with the Option
Year 3 (Notes B,
C) (Fund Type -
TBD)
Option

6401 R408 ODCs associated 1.0 LO
with the Option
Year 4 (Notes B,
C) (Fund Type -
TBD)
Option

NOTES:

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the task order structure that will be awarded to each successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: ODC

ODC are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee (i.e. profit), not allowable indirect costs or burdens.

NOTE D: SURGE

If the Government determines that an increased level of effort for support is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work in accordance with the Statement of Work. The Contracting Officer will provide 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 Labor CLIN for each Task identified in the Statement of Work.

CLAUSES INCORPORATED IN FULL TEXT:

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

This Task Order is cost type and Firm Fixed Price.

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INCENTIVE FEE

The min fee shall be one percent (1%). The max fee shall not be greater than eighth percent (8%). Target fee shall be five percent (5%).

(1) The *final* target cost, target fee 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	TOTAL TARGET COST/FEE AMOUNT
4101	230774	[REDACTED]	[REDACTED]	\$ 22,765,624.21
		[REDACTED]	[REDACTED]	[REDACTED]
4102	134882	[REDACTED]	[REDACTED]	\$ 11,690,985.49
		[REDACTED]	[REDACTED]	[REDACTED]
4103	324962	[REDACTED]	[REDACTED]	\$ 32,010,776.36
		[REDACTED]	[REDACTED]	[REDACTED]
4104	131897	[REDACTED]	[REDACTED]	\$ 11,781,052.22
		[REDACTED]	[REDACTED]	[REDACTED]
4105	52910	[REDACTED]	[REDACTED]	\$ 162,460.11
		[REDACTED]	[REDACTED]	[REDACTED]
4201	230774	[REDACTED]	[REDACTED]	\$ 23,217,983.88
		[REDACTED]	[REDACTED]	[REDACTED]
4202	134882	[REDACTED]	[REDACTED]	\$ 11,931,265.00
		[REDACTED]	[REDACTED]	[REDACTED]
4203	337442	[REDACTED]	[REDACTED]	\$ 33,658,998.70
		[REDACTED]	[REDACTED]	[REDACTED]
4204	133997	[REDACTED]	[REDACTED]	\$ 12,115,003.88
		[REDACTED]	[REDACTED]	[REDACTED]
4205	50648	[REDACTED]	[REDACTED]	\$ 4,065,969.65
		[REDACTED]	[REDACTED]	[REDACTED]
4301	230774	[REDACTED]	[REDACTED]	\$ 23,679,109.70
		[REDACTED]	[REDACTED]	[REDACTED]
4302	134882	[REDACTED]	[REDACTED]	\$ 12,177,083.43
		[REDACTED]	[REDACTED]	[REDACTED]
4303	346802	[REDACTED]	[REDACTED]	\$ 35,242,997.23
		[REDACTED]	[REDACTED]	[REDACTED]
4304	135557	[REDACTED]	[REDACTED]	\$ 12,443,690.42
		[REDACTED]	[REDACTED]	[REDACTED]
4305	51740	[REDACTED]	[REDACTED]	\$ 4,261,881.94
		[REDACTED]	[REDACTED]	[REDACTED]
4401	230774	[REDACTED]	[REDACTED]	\$ 24,153,313.68
		[REDACTED]	[REDACTED]	[REDACTED]
4402	134882	[REDACTED]	[REDACTED]	\$ 12,431,693.28
		[REDACTED]	[REDACTED]	[REDACTED]
4403	346802	[REDACTED]	[REDACTED]	\$ 35,988,574.40
		[REDACTED]	[REDACTED]	[REDACTED]

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4404	135557			\$ 12,711,507.86
4405	51740			\$ 4,352,245.28

(i) The *final* CPIF target cost for (if and to the extent Options are exercised) Option CLIN(s) 4101-4105, 4201-4205, 4301-4305, and 4401- 4405 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

(ii) The *final* CPIF target fee for (if and to the extent Options are exercised) Option CLIN(s) 4101-4105, 4201-4205, 4301-4305, and 4401- 4405 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hr in the target fee column of the preceding table.

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% 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.

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 LABOR

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CLINs 4000 series, 4100 series, 4200 series, 4300 series, and 4400, series)

(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 SIX ONE-HUNDRETHS percent (6.00%) 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 fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLINs 6001-6007, 6101-6107, 6201-6207, 6301-6307 AND 6401-6407)

(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,

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(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

Team Submarine Enterprise Wide CSS Support

Background: Initiated in the late 1990s, Team Submarine unifies several formerly diverse commands and activities into a single “submarine-centric” organization. Team Submarine reorganized the “stovepipe” structures and processes that created impediments and inefficiencies that had plagued the submarine research, development and acquisition communities for decades. Team Submarine provides improved communication among the various offices that contribute to the design, acquisition, maintenance and support of the World’s finest submarine force. It fosters accurate decision making via more and higher-fidelity information on the multifaceted challenges that arise through translating Washington directives into Fleet implementation.

Team Submarine is organized into a nucleus, core and family. The Team Submarine nucleus is the foundation of submarine lifecycle and acquisition.

- **PEO SUB** has design, acquisition and in-service support responsibility and management accountability for new and emerging submarine systems
- **NAVSEA 07** provides total ownership support for existing and emerging submarine platforms and systems
- **NAVSEA 073** serves as the single point of contact within the Department of the Navy (DON) for all undersea – including submarine – research and development initiatives

The key areas of authority and responsibility are clearly defined within Team Submarine. They are depicted in the attached Team Submarine Organization Chart.

This contract will cover services (paragraphs 1.1-1.5 below) for all Team Submarine Program Offices outlined herein. Services will also be provided to Team Submarine matrixed organizations. Detailed Program Office descriptions follow the description of the services.

1.1 GENERAL REQUIREMENTS:

1.1.1 The term “Program Office” includes each of the offices and organizational units described in the foregoing “Team Submarine Enterprise Wide CSS Support” background description or the accompanying Team Submarine Organization Chart.

1.1.2 The Contractor shall have the ability to process classified information up to the Secret level. This effort may require incidental access to SCI and full access to non-SCI intelligence data. Access to intelligence data shall be through the NAVSEA STILO. The Government will identify in the Technical Instructions the positions performing work on this task order that require a minimum of a SECRET level clearance at time of performance.

1.1.3 In performing the tasks listed below, the Contractor shall utilize computer hardware and software application programs compatible with Program Office computer systems (currently Microsoft Windows XP Professional, Microsoft Office 2003 or 2007 (Word, Excel, PowerPoint and Access) and Microsoft Project 2003/2007) at all times.

1.1.4 If Program Office hardware or software configurations change, the Contractor shall ensure compatibility is maintained.

1.1.5 The Contractor shall have the capability to interface with the Program Office via electronic mail (E-Mail). The Contractor shall have Internet addresses for all employees supporting Program Office for E-Mail of daily communications, status reports, exchange of information, and conference room scheduling.

1.1.6 Network/Livelink Contractor access: The Contractor shall have Internet access to the NAVSEA Command Document Management System (CDMS) for all employees directly supporting Program Offices. Such access is necessary to support Contractor accessibility to project work spaces, daily calendars for Program Office senior managers, and Program Office document archives that will be germane to the performance of tasks specified in this statement of work.

1.1.7 The Contractor shall provide electronic/hard copy storage facilities for all Program Office documentation. The Contractor shall have the capability to store classified material up to the Secret level. All documentation shall be tracked and easily accessible upon Government request. The Contractor shall ensure the primary storage facility is located so as to allow for quick access to stored documentation.

1.1.8 The Contractor shall have the capability to interface and access NAVSEA Corporate applications including e-Tasker, LIVELINK, and web-based SSTD Distributive Engineering Center (DEC).

1.1.9 The Contractor will be provided access to the NAVSEA Standard Procurement System (SPS) and PEO (SUB) Financial Management Information System (FMIS), DEC, iPDM, LIVELINK, and MISIL applications.

1.1.10 The Contractor shall provide on-site (within a 15 minute walk to the Washington Navy Yard) conference rooms and associated facilities for holding government sponsored meetings, teleconferencing (minimum 3-way), video conferencing (3-way), electronic projection and briefings for government sponsored meetings. The Contractor shall provide Classified (up to TOP SECRET level) and Unclassified conference facilities. The Contractor conference rooms should be able to handle at least 2 meetings simultaneously, and one conference room shall hold a minimum of 40 people.

1.1.11 All key personnel must work within a 15 mile radius to the Washington Navy Yard.

1.2. PROGRAMMATIC SUPPORT SERVICES

1.2.1 **General Program Management Support:** The Contractor shall provide program management in support of all ongoing Program Office engineering [HM&E, Combat Systems, Non-Propulsion Electronic Systems (NPES)], logistics and financial management efforts as required by Program Offices.

1.2.2 **Records Management Support:** The Contractor shall provide executive, analytical, management and administrative support including, but not limited to: coordination of office operations including management of records and historical files, schedules and correspondence; long-term planning; analytical support; deliverables tracking; task management support; implementing and maintaining government approved SOPs; and assistance in the development of milestones and objectives for the Program Office.

1.2.3 **Communication Management Support:** The Contractor shall support the development and “configuration management” of the overall program plans, approach and objectives by supporting the development and maintenance of program briefings, including briefings for external stakeholders such as: OPNAV, ASN, SECNAV, and OSD AT&L. The Contractor shall provide support for inter-Program Office communications within and outside of Team Submarine.

1.2.4 **Acquisition Management Support/Program Planning Support:**

The Contractor shall:

1.2.4.1 Provide acquisition management planning and execution support.

1.2.4.2 Assist in acquisition program documentation development, including researching requirements and drafting assigned acquisition documents.

1.2.4.3 Assist in the review of cost, schedule, and performance parameters and compare their current estimate to the Acquisition Program Baseline (APB) during major budget development exercises.

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1 2 4 4 Assist in the preparation of all relevant DoD reporting requirements such as: JCIDS/DoD 5000 products, POM/PR products, Acquisition Strategy Reports (ASRs), Defense Acquisition Executive Summary (DAES) reports, Selected Acquisition Reports (SARs), Program Deviation Reports and Acquisition Program Baseline Change Reports The Contractor shall also provide input to and analyze data within the DASHBOARD and DAMIR systems as applicable

1 2 4 5 Assist in analysis of changes to statutory and regulatory requirements documents and how they affect program plans

1 2 4 6 Develop, implement and maintain a process for storage and retrieval of reports and supporting documentation The Contractor shall support the Program Office with the coordination of all acquisition milestone documentation The Contractor shall provide acquisition support for any projected contract awards The Contractor shall provide support for action and milestone planning and tracking, project planning and progress, program metrics establishment and tracking, and participation in designated meetings and milestone reviews

1 2 5 **Strategic Business Planning Support:** The Contractor shall assist in the development of strategic/programmatic business plans In supporting development of these plans, the Contractor shall conduct analysis of current and proposed business practices, perform organizational assessments, develop improved business processes, and identify and track major technical and programmatic issues The Contractor shall address strategy development, analyses of alternatives and technical and programmatic assessments to support responses to the changing environment and fiscal priorities The Contractor shall develop and update strategies to support evolving program requirements by collecting and analyzing data, preparing outlines, and assisting in development and preparation of status, information and decision briefings The Contractor shall assist in development and preparation of issue papers, point papers, presentations and study reports

1 2 6 **Working Group Participation:** The Contractor shall participate in applicable Teams, Working Groups, and Advisory Groups on all aspects of programmatic support and perform action items as required

1 2 7 **Risks and Opportunities Management Support:** The Contractor shall support the coordination of Program Office risk management The Contractor shall assist in the review of total program risk and opportunities assessments, monitor programs and provide input and recommendations on risk mitigations to the Program Office

1 2 8 **Program Administrative Support:** The Contractor shall assist in providing program administrative duties including staffing, training, awards, briefings, graphic work, visual presentation, word processing and responding to internal NAVSEA requirements

1 2 9 **Schedule Management:** The Contractor shall implement and maintain an information system for control of all Program Office documentation This includes all correspondence, tracking, reporting, and tracking documents for signature The Contractor shall monitor program plans and provide appropriate assessments and indicators of progress The Contractor shall monitor schedules for potential and actual changes, advising the government of alternatives and providing impact assessments The Contractor shall assist in performing program monitoring and control efforts, including critical path management, forecasting upcoming and recurring program events; the contractor shall plan and prepare for critical events and support the establishment and implementation of other control methods tailored to requirements including development of Milestone charts, Plans of Action and Milestones (POA&Ms), schedules and timelines

1.2.10. Contract Management Support

1 2 10 1 **Records Management:** The Contractor shall provide contract management support such as maintaining all contract related databases, presentations, and action item listings; track, report, and provide metrics on Contract Data Requirement List (CDRL) submittals, dispositions, quality and timeliness

1 2 10 2 **Contract Tracking:** The Contractor shall maintain conformed copies of contracts The Contractor shall maintain all records of contract history including related financial documents, routing packages, contractor correspondence and backup documentation

1 2 10 3 **Performance Tracking:** The Contractor shall assist with contract performance evaluation and administration, to include coordinating, preparing, copying and briefing material based on government inputs, and coordination of the contractor review process in accordance with the terms and conditions of the various hardware and services contracts managed by the Program Offices

1 2 10 4 **Contract Monitoring:** The Contractor shall integrate and coordinate the Program Office contract operations, assist the Government in monitoring and assessing contract impact due to contract modifications, and assist the Government in the contract modification process The Contractor shall assist and support the use of the SPS program, protocol, and procedures; assist in reconciling contract and financial data in contract preparation and execution using NAVSEA financial tools in the area of execution and reporting The Contractor shall provide detail reports that provide financial status of the contract The Contractor shall assist the Program Office in managing appropriations for each task

1.3. BUSINESS AND FINANCIAL MANAGEMENT SUPPORT

1 3 1 **General Business and Financial Management Support:** The Contractor shall provide business and financial management in support of all on-going Program Office engineering [HM&E, Combat Systems, and Non-Propulsion Electronic Systems (NPES)], logistics and program management efforts as required by Program Offices

1.3.2. Budget Management Support

1 3 2 1 **Budget Planning Support:** The Contractor shall provide financial and management support for Program Office budget development, execution and reporting The Contractor shall assist in identification and justification of the financial resources for both current budgets and out-year forecasts The Contractor shall assist in preparing budget exhibits in accordance with Financial Management Regulations (FMR) and supporting documentation used to support annual submissions to FMB and Congress The Contractor shall assist in the development of budget execution data required for annual drills

1 3 2 2 **Budget Execution Support:** The Contractor shall assist in the preparation of funding execution documents, track and analyze program financial transactions, and assist in the development of obligation phasing plans The Contractor shall document financial status weekly for the Program Office The Contractor shall provide financial status reports and assessments to identify program financial resources and shortfalls, assist in data accumulation, and analyze and assist in preparing program budget submissions The Contractor shall provide assistance to the Government in drafting budget execution plans for NAVSEA comptroller and FMB review The Contractor shall provide assistance in the development of the Government's annual Program Office Task Planning Sheets (TPS) for all funding execution

1 3 2 3 **Financial Tool Usage:** The Contractor shall perform financial management support services using NAVSEA/Navy financial tools (Program Resources-Integrated Solutions Management System (PRISMS) and Standard Tracking and Accounting Reporting System (STARS), AUTODOC, e-Tasker, Navy Enterprise Resource Planning (NERP)) in the area of budget execution and reporting

1 3 2 4 **Execution Monitoring/Control Support:** The Contractor shall provide inputs to and prepare various exhibits, briefings, presentations and funding documents on the annual execution of Program Office funding, including RDT&E, OPN, WPN, and OMN funding The Contractor shall conduct analyses, report financial risk, and advise the Program Manager/Deputy Program Manager of strategies to mitigate the impact of financial risks on the program(s) The Contractor shall assist in the Government review and reconciliation of Negative Unliquidated Obligations (NULOs) The Contractor shall prepare all backup information to justify the needed corrections on assigned NULOs

1 3 2 5 **Recurring Execution Reporting:** The Contractor shall assist in the preparation for and the conduct of the mid-year and end-of-year investment and procurement accounts execution reviews including a detailed re-evaluation of budget estimates and Estimates at Completion (EACs) The Contractor shall provide input and analysis for Team Submarine monthly execution reviews

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1 3 2 6 **Statutory and Regulatory Reports:** The Contractor shall apprise the Government of changes to statutory and regulatory reporting requirements. The Contractor shall maintain records of financial history and related documents. The Contractor shall provide research and prepare inputs regarding various financial issues that confront the Program Office.

1 3 3 **Budget and Financial Administrative Support:** The Contractor shall assist the Program Office in responding to internal and external inquiries and requests for program information by preparing various exhibits, briefings and presentations.

1 3 4 **Contract Management Support:** The Contractor shall provide assistance to the Program Office in drafting Technical Instructions (TI), Procurement Requests (PR), and execution review studies via monitoring of contract growth (from program briefings, CPR data, etc), change orders and other contract modifications. In addition, the Contractor shall provide recommendations for alternative solutions as required based on contract data that will minimize cost, schedule, and/or program delays.

1 3 5 **Earned Value Management System (EVMS):** The Contractor shall assist in the monitoring of all Program Office contractors' Earned Value Management System (EVMS) and Earned Value and assist in maintaining the Program Manager's Estimate at Completion (PM EAC) for all contracts that meet DoD EVM reporting thresholds. The contractor's responsibilities include, but are not limited to:

1 3 5 1 The Contractor shall perform engineering and production analyses of Team SUBS contractor and subcontractor including, but not limited to, physical progress, design progress and material procurement, schedule, EVMS, Integrated Master Schedule and Critical Path Analysis, contractors' process and progress measurement, quality assurance and testing.

1 3 5 2 The Contractor shall assist in the Government's evaluation of contractor monthly submissions.

1 3 5 3 The Contractor shall analyze and assess contractor-submitted reports, contract performance baselines and Estimates at Completion (EACs). Monitor, assess, analyze and report on prime and vendor performance of all production/development contracts. Assess program cost status, contractor progress and spend plans.

1 3 5 4 The Contractor shall analyze engineering and production cost and schedule performance as necessary to assess variances and identify trends.

1 3 6 **Cost Analyses:** The Contractor shall perform a range of cost estimating functions, in coordination with the NAVSEA technical authority (SEA 05C) or other independent cost analysis groups. Cost analysis support includes but is not limited to the following: Review industry estimates and assumption methodologies; review and validate parametric estimating tools and analysis and collection of historical cost data; provide independent cost estimates for development, construction, operation, and support for both new and existing systems; assist the Government's monitoring and analyzing of contractor cost and schedule performance reports in order to incorporate necessary impacts in the program cost. The Contractor shall develop an independent Estimate At Completion (EAC) as required; conduct and document risk analyses to provide confidence intervals, overall risk distributions, and determine likelihood of successful execution within budget; support briefings and meetings in response to NAVSEA, OPNAV, OSD, and Congressional reviews and inquiries; assist and participate in Integrated Baseline Reviews (IBRs), Over Target Baselines (OTBs), Over Target Schedules (OTSs), and other baseline review events as required; provide support to the Program Office for planning, managing, conducting and documenting appropriate Earned Value Management Systems reviews, and assist in the resolution of issues or deficiencies cited in the reviews.

1.4. TECHNICAL AND ENGINEERING SUPPORT SERVICES TASKS:

1 4 1 **Research and Development Support:** The Contractor shall support the development and application of scientific and analytical disciplines to conduct fundamental research (the scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding); and concept formulation (the assessment of system and subsystem requirements; the development, analysis and evaluation of concepts, technologies, systems and subsystems; and the development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing warfighting capabilities). This effort may include the Contractor manning, operating, and maintaining test support craft and experimental vessels in the Open Ocean or restricted waters to support tests.

1 4 2 **Engineering, System Engineering and Process Engineering Support:** The Contractor shall support the application of engineering disciplines to technically support development of new and existing Naval capabilities and systems, technically support development of significant alterations to existing systems, support integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental systems, equipments, and technologies. This task also includes all support required within the area of environmental engineering of U S Navy weapon systems and base related infrastructure.

1 4 3 **System Design Documentation and Technical Data Support:** The Contractor shall provide the engineering effort required to prepare, develop, and deliver technical data and assure that the detailed technical data documentation that is necessary to support system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation may be in the form of paper, electronic (digital) or interactive computer systems.

1 4 4 **Software Engineering, Development, Programming, and Network Support:** The Contractor shall apply the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. The Contractor shall also provide software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered within the scope of this task. Generally, the software development processes used for software development under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or equivalent, however the Government may specify other (either lower or higher) standards in Technical Instructions (TIs) issued under the contract.

1 4 5 **Reliability, Maintainability, and Availability (RM&A) Support:** The Contractor shall apply engineering, scientific, and analytical disciplines to ensure that systems and platforms RM&A requirements are integrated with the system design, development and life cycle sustainment resulting in warfighting capabilities that function effectively when required and that detection and correction of design deficiencies, weak parts, and workmanship defects that affect functionality are implemented.

1 4 6 **System Safety Engineering Support:** The Contractor shall apply engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of systems and platforms.

1 4 7 **Configuration Management (CM) Support:** The Contractor shall apply engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

1 4 8 **Quality Assurance (QA) Support:** The Contractor shall apply engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture and installation result in quality products.

1 4 9 **Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support:** The Contractor shall provide information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs and management. The Contractor shall analyze existing IT and IS databases, web sites, and IT applications and recommend new or improved interfaces and improved management tools that meet new management requirements, or improve management effectiveness and efficiency. The Contractor shall perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). The

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Contractor shall modify, implement and maintain web based information systems and links. The Contractor shall develop web-site structure, prepare documentation for population, implement and maintain web sites. The Contractor shall provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. The Contractor shall conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipments, algorithms, and hardware that are outside the cognizance of NMCI.

1.4.10 Inactivation and Disposal Support: The Contractor shall provide technical and engineering support for submarine, aircraft, weapons system and ship inactivation and disposal efforts to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Navy instructions and directives. The Contractor shall provide direct liaison with the Shipyard or depot and the Navy to insure that critical technology is not inadvertently transferred to foreign nationals or governments. The Contractor shall ensure proper documentation exists for the sale of excess materials from inactivated platforms prior to sale by the Defense Reutilization and Marketing Service (DRMS). The Contractor shall provide technical and engineering support for the demilitarization process for shipboard equipment using the Expanded Work Breakdown Structure (EWBS), Trade Security Controls (TSC), and Munitions List Items (MLI) all of which are used to determine the disposition of excess, not-ready-for-issue (non-RFI) equipment. The Contractor shall provide technical and engineering support regarding the security classification requirements and guidelines for data and equipment necessary to assist in making decisions on sales issues.

1.4.11. Test, Evaluation, Modeling and Simulation Support.

1.4.11.1 Interoperability, Test and Evaluation, Trials Support: The Contractor shall apply engineering, scientific, and analytical disciplines necessary to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle.

1.4.11.2 Modeling, Simulation, and Analysis Support: The Contractor shall apply standardized, rigorous, structured methodology to create and validate physical, mathematical, or otherwise logical representations of systems, entities, phenomena, or processes. The Contractor shall use models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

1.4.12 In-Service Engineering, Fleet Introduction, Installation and Checkout Support: The Contractor shall apply engineering, analytical, and technical disciplines and skills to establish and maintain long-term engineering, operation, and maintenance support for in-service warfighting capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities.

1.5. LOGISTICS SUPPORT SERVICES

1.5.1 General Logistics Management Support: The Contractor shall provide logistics management support for all ongoing Program Office engineering [HM&E, Combat Systems, Non-Propulsion Electronic Systems (NPES)], business and financial management and program management efforts as required by the Program Office.

1.5.2. Logistics Management Support

1.5.2.1 Logistics Library: The Contractor shall maintain a library of logistics documentation. The Contractor shall work with engineering and support organizations to conduct a thorough review of current systems logistics documentation, including Technical Manuals (TMs), Maintenance Requirements Cards (MRCs), Ship Systems Manuals (SSMs), and Provisioning Support Documentation; to ensure they are accurate and current.

1.5.2.2 Milestone Support: The Contractor shall collect source data and help create POA&Ms for program improvement projects. The Contractor shall ensure that program logistics milestones are efficiently supported, including contract preparation, ILAs, provisioning conferences, configuration audits, and other conferences.

1.5.2.3 Acquisition Logistics Support: The Contractor shall provide Acquisition Logistic Support for all systems (both in service and new) in the areas of: Maintenance, Planning, Supply Support; Design Interface; Training; Facilities; Computer Resources Support; Test and Support Equipment; Packaging, Handling, Storage and Transportation; Technical Data; Manpower and Personnel; Reliability & Maintainability; Management of Government Furnished Information and Government Furnished Equipment. The Contractor shall review, recommend modifications, identify deficiencies, and draft comments on integrated logistics support related contract data requirements lists (CDRLs). The Contractor shall research and advise on alternative logistics support sources and methodologies to acquire spares within or outside the DoD supply system.

1.5.2.4 Project Management Support: The Contractor shall coordinate Integrated Logistics Support Management Team Meetings (ILSMTs). The Contractor shall record meeting minutes and action items from all logistics related meetings, and develop ILS schedules. The Contractor shall track and maintain ILS action item database and performance. The Contractor shall assist in the development of logistics support plans and logistic considerations in program planning documentation.

1.5.2.5 Logistics Supply Support: The Contractor shall monitor, track, investigate, and provide status of supply support efforts, provisioning processes, and the procurement, receipt, and stowage aboard ship of repair parts, equipment, and test and support equipment. The Contractor shall recommend and support validation of requirements to acquire, catalog, receive, store, transfer, issue, and dispose of spares, repair parts and consumable items. In addition, the Contractor shall draft In-Service Management Agreements (ISMAs), In-Service Management Plans (ISMP), Performance Based Agreements (PBA) and Performance Based Logistics (PBL) as well as support development of the Logistics Requirements Funding Summary (LRFS) support.

1.5.2.6 Provisioning Support: The Contractor shall assist in generating and updating technical inputs for Provisioning Support Data Sheets (PSD) and associated spares budget exhibits and assist in supporting the BAM process.

1.5.3. Configuration Management Support:

1.5.3.1 Project Management Support: The Contractor shall assist in planning Configuration Management (CM) support implementation for specific programs, ensuring that all CM elements are addressed, tracked, and evaluated during the system life cycle, including Configuration Audits, Configuration Identification, Configuration Change Control, and configuration Status Accounting. The Contractor shall update and maintain the Configuration Management Plan, review and document status of revisions to the configuration baseline by tracking additions and deletions of hardware and/or software.

1.5.3.2 Engineering Change Proposal Management Support: The Contractor shall assess and evaluate the development of Engineering Change Proposals (ECPs), review ECPs as posted during their development, and route draft ECPs submitted to Program Office for government approval in support of the Configuration Manager.

1.5.3.3 Configuration Review Board Support: The Contractor shall participate in the Configuration Management Process including supporting the Configuration Review Board (CRB), Configuration Control Board (CCB), providing draft CRB/CCB Directives and tracking and monitoring Engineering Changes.

1.5.4. Training Support:

1.5.4.1 Training Documentation: The Contractor shall participate in the development, maintenance, and updating of Training Planning Process Methodology (TRPPM), Navy Training System Plans (NTSP), instructional data and material, training curricula, Interactive Electronic Technical Manuals (IETMs), and course evaluations. The Contractor shall monitor technical manual and training course development, ensuring that the proper documentation and trained personnel are available when equipment is delivered to the Fleet. The Contractor shall review, analyze, and recommend changes to manual and electronic technical data and training packages.

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1 5 4 2 **Project Management Support:** The Contractor shall attend program reviews, program planning and implementation meetings, and other training related meetings. The Contractor shall analyze and review training course content and recommend improvements thereto. The Contractor shall conduct in-process reviews of training material and technical documentation development.

1 5 4 3 **Fleet/In-Service/Factory Training Support:** The Contractor shall coordinate and monitor training for Navy personnel as required;

1 5 4 4 **Training Logistics:** The Contractor shall review SOWs, ILSPs, contract specifications, TEMPs, and other program documentation to ensure that these are consistent with training and manning concepts used to derive technical information required for training planning and manning. The Contractor shall recommend and coordinate processes, procedures and techniques required to acquire and support training, training devices and training equipment.

1 6 Undersea Warfare Magazine:

Background: Team Submarine Front office is responsible for oversight of the project management and operations support of Undersea Warfare Magazine in support of N87. The Chief of Naval Operations, Submarine Warfare Division (OPNAV N87) is responsible for the design, production, and completion of four issues of Undersea Warfare magazine per year. Undersea Warfare magazine contains specialized and timely information on undersea warfare interests with a focus on advanced information and undersea warfare technologies, plans, programs, operations, history, and people. A special focus is placed on Information Technology for the 21st Century and its implications for undersea warfare. The magazine is distributed in hard copy and digital formats to the undersea warfare community, the science and technology community, and military political leadership. It is a compilation of inputs from the Submarine Force, Atlantic and Pacific Fleets, and N87 staff, as well as auxiliary staff and other contributors.

The Contractor shall provide, at a minimum, the following efforts:

- Project control and scheduling, - Administrative assistance,
- Technical assistance, - Research and technical writing support

The Contractor shall: develop the magazine design parameters, design concept, and editorial format; set consistent type guidelines and editing style; assist with reporting submarine events and submarine histories; assist in the research and acquisition of appropriate color photographs and graphics to augment textual matter and design; provide editing, word-processing, and proofing services; prepare the layout, including color spreads for the cover and chapter headings; prepare and deliver all text, art, and completed design on disk ready for printing and in accordance with the Defense Automated Printing Service/Government Printing Office (DAPS/GPO) print specifications and instructions; and assist with press checks of both the publication and mailing labels.

The Contractor shall design and prepare a layout of the magazine. The Contractor shall select and submit for Government review and approval the necessary artwork to support the various program and budgeting sections/paragraphs in the manuscript. All artwork is to be in color. Undersea Warfare magazine will be published in three issues of 32 pages and one issue of 48 pages in length.

Magazine design specifications (for hard copy printed versions) are as follows: size shall be 8.5 by 11 inches finished size; cover shall be four color; text shall be four color throughout; and the binding shall be saddle stitch. The Contractor shall develop a set of printer's instructions that will be submitted with the computer disk and other artwork, detailing all the required specifications for each issue of the magazine. The Contractor shall provide technical support through the printing process and assist N87 staff with DAPS and GPO liaison. This will require attendance at meetings in the Washington D.C. area, as well as selected Submarine Force headquarters and homeports. The Contractor shall provide technical services in support of proof checks (at either GPO or the selected printer), as well as conducting press checks at the printer's facility in the Baltimore/Washington area.

The contractor shall prepare text materials in Hyper-Text Markup Language (HTML) suitable for World Wide Web (WWW) distribution in seven to ten working days after the magazine is delivered to the printer.

1.7. OTHER CUSTOMER FUND (OCF) SUPPORT

1 7 1 **General Logistics Management Support:** The Contractor shall provide logistics management support for all ongoing and emergent core OCF requirements.

1 7 2 **General Business and Financial Management Support:** The Contractor shall provide business and financial management support for all ongoing and emergent core OCF requirements.

1 7 3 **General Program Management Support:** The Contractor shall provide program management support for all ongoing all ongoing and emergent core OCF requirements.

1 7 4 **General Engineering and Technical Services Support:** The Contractor shall provide engineering and technical management support for all ongoing and emergent core OCF requirements.

Deliverables:

Report Name	Submission Date
1 Monthly Self Assessment Status Report, to include: Cost Performance – Planned vs Actual Burn Rates per Task Area Technical Performance – Quality of performance by each individual task performed or being performed Schedule Performance – All action items with the corresponding status and estimated close-out date Management – Subcontracting metrics / staffing status	10 business days after the close of the month
2 Technical Reports / Briefings	As Required
3 Conferences Agenda / Minutes	As Required
4 Trip Reports	As Required

1 Monthly Self Assessment Report: (A) Frequency: Monthly; (B) How Furnished: Electronically; (C) Number Hard Copies: N/A; (D) Sent To: To Cognizant TEAMSUB Personnel and The Task Order Manager (TOM)

Note: Monthly Self Assessment Report shall be submitted in the format as selected by the Contractor and approved by the Government. It shall provide the status of each line item,

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identified to the individual task performed or being performed. This is to include an individual accounting for all work hours/attendant costs associated with each work item and cumulative costs incurred to date against this task order. In addition, major accomplishments shall be noted as well as open action items identified with corresponding status and estimated close out date. Any other status, as requested by the Government Office, related to the task order, may be requested, giving ample time for the contractor to include it in their report.

2. Technical Reports/ Briefings: (A) Frequency: Monthly; (B) How Furnished: Electronically; (C) Number Hard Copies: N/A; (D) Sent To: To Cognizant TEAMSUB Personnel and The Task Order Manager (TOM)

Note: Submit a final report for each study performed under the contract, describing the problem, approach taken to solve, alternatives considered and results. Include recommendations, objectives and expected outputs in sufficient detail to allow evaluations. Government approval is required for technical content and format. The Government shall review and comment and the Contractor shall incorporate comments and resubmit within 5 days after receipt of comments.

3. Conference Agenda/ Minutes: (A) Frequency: Monthly; (B) How Furnished: Electronically; (C) Number Hard Copies: N/A; (D) Sent To: To Cognizant TEAMSUB Personnel and The Task Order Manager (TOM)

4. Trip Reports: (A) Frequency: Monthly; (B) How Furnished: Electronically; (C) Number Hard Copies: N/A; (D) Sent To: To Cognizant TEAMSUB Personnel and The Task Order Manager (TOM)

Note: Trip Reports shall identify (1) Personnel travelling, (2) Destination, (3) Duration, (4) Purpose, (5) Assessments of Accomplishments, (6) Issues and Plan to Solve, (7) Action Items, and (8) Summary of Decisions.

PROGRAM OFFICE DESCRIPTIONS:

PMS 450 VIRGINIA Class Submarine

Annual Total Obligational Authority (TOA): ~\$5 Billion

Appropriations: RDTEN, SCN, OPN, OMN

The VIRGINIA (SSN 774) Class Submarine Program (ACAT I) is bringing forward a critical national security asset designed to flexibly address the unique multi-mission requirements of the post-Cold War era. Capable of performing traditional submarine missions, dominating the littoral battle space and adapting to future requirements, VIRGINIA Class submarines will satisfy any assigned role well into the twenty-first century. Intended to replace the fleet of LOS ANGELES (SSN 688) Class submarines, VIRGINIA Class submarines are characterized by state-of-the-art stealth, enhanced features for special operations forces, and cost effective Command, Control, Communication and Intelligence capability. With an array of armament including the MK48 Advanced Capability (ADCAP) torpedo and cruise missile vertical launch capability, VIRGINIA Class submarines maintain total undersea superiority at an affordable cost.

PMS450, the Virginia Class Acquisition Program Office, is responsible for the acquisition of In-Service Submarines and for identifying, assembling, managing, directing, and coordinating the resources required for the R&D, design, construction, Test and Evaluation (T&E), Live Fire Test and Evaluation (LFT&E), and Fleet introduction of the U.S. Navy's newest class of nuclear attack submarines. The program is a major defense acquisition program with a life cycle cost of approximately \$82B. Additionally, successful improvement of the Class' capabilities is of significant political importance with Congress and the Office of the Secretary of Defense (OSD). Enhanced capability and affordability of VIRGINIA Class submarines by continued production evolution of the Class are essential to the program's continuation and success. VIRGINIA Class submarines are delivered alternately from EB and NGSB-NN shipyards by team effort; the production integration and testing is more complex than a single shipyard program would be.

The VIRGINIA Class Program Office is organized in a manner that facilitates the many and varied functional projects executed by the program staff. The Business/Acquisition Division leads program efforts to establish and manage contracts and tasked efforts; develop and justify POM/PR and budgets, and manage obligations and expenditures during execution; and develop acquisition program documentation, respond to Congress and oversight activity reports and inquiries, and provide public affairs material to communicate major program accomplishments. The New Construction Division provides oversight to shipbuilder construction activities, resolves ship material deficiencies, establishes construction process policies, maintains and enforces the ship specification and change processes, and certifies VIRGINIA Class submarines for at-sea operations. The Development and Modernization Division manages the development and transition of technologies for application in VIRGINIA Class submarines; coordinates the development, fabrication, and acquisition of VIRGINIA Class propulsors; and develops upgrades, installs and tests, and certifies the VIRGINIA Class Fly-by-Wire Ship Control System in new construction and post-Delivery ships. The C3IS Integration Division coordinates the evolution of VIRGINIA Class Non-Propulsion Electronics System (NPES) sub-systems; oversees the installation, test, and certification of the NPES in new construction units; and plans and coordinates modernization and upgrade efforts for post-Delivery VIRGINIA Class submarines. The Logistics Support Division is responsible for managing, coordinating, and procuring logistic element support products and establishing processes to support new construction and post-Delivery ships and systems – to include maintenance plans and procedures, technical data, training, and provisioning. The Post-Delivery/PSA Support Division plans and manages the execution of pier-side and major availabilities, resolves material condition issues, manages budgets and fiscal execution, and leads certification efforts for post-Delivery VIRGINIA Class submarines. The Technical Division provides technical expertise and authority for all VIRGINIA Class Program technical issues associated with the baseline design, construction, delivery, operations, cost reduction (Block III design and construction), and reduction of total ownership costs (Block IV). The Warfare Requirements and Test & Evaluation Division is responsible for weapons safety; test/trials planning, scheduling, and execution oversight; developing and executing test budgets; planning acoustic and live-fire (shock) related test events and modeling/simulations and coordinating data analysis and results reporting; and maintaining the Test & Evaluation Management Plan (TEMP) and change approvals for the TEMP and other requirements and test-related management documentation.

PMS 397 Ohio Replacement (SBSD)

Annual TOA: ~\$400M - \$1.7 Billion

Appropriations: RDTEN, SCN, FMS

PMS397, OHIO Replacement Program Office, is responsible for the acquisition of the OHIO replacement and for identifying, assembling, managing, directing, and coordinating the resources required for the R&D, design, construction, Test and Evaluation (T&E) and Live Fire Test and Evaluation (LFT&E) of the OHIO replacement. The program is a major defense acquisition program and is of significant political importance with Congress and the Office of the Secretary of Defense (OSD).

The OHIO Replacement Program Office has many varied functional projects executed by the program staff. The Business/Acquisition Division leads program efforts to establish and manage contracts and tasked efforts; develop and justify POM/PR and budgets, manage obligations and expenditures; develop acquisition program documentation, respond to Congress and oversight activity reports and inquiries, and provide public affairs material to communicate major program accomplishments. The Logistics Support Division is responsible for managing, coordinating, and procuring logistic element support products and establishing processes to support new construction and post-Delivery ships and systems – to include maintenance plans and procedures, technical data, training, and provisioning. The Technical Division provides technical expertise and authority for technical issues associated with the

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Common Missile Compartment (CMC) design in coordination with United Kingdom design and development of the whole ship design baseline. The Warfare Requirements Division is responsible for the development of the Key Performance Parameters (KPP) and Key System Attributes (KSAs) requirements with N87. Test & Evaluation Division is responsible for test/trials planning, scheduling, and execution oversight; developing test budgets; planning acoustic and modeling/simulations and coordinating data analysis and results reporting; and maintaining the Test & Evaluation Management Plan (TEMP) and change approvals for the TEMP and other requirements and test-related management documentation.

PMS 392 - In-Service Strategic and Attack Submarines

Annual TOA: ~\$500 Million

Appropriations: RDTEN, OPN, OMN

PMS392 – The Strategic and Attack Submarine Program Office is responsible for SSN fleet support (including in-service SEAWOLF submarines), SSBN fleet support, and submarine modernization. PMS392 responsibilities also include support for the TRIDENT UK program, and support for in-service VIRGINIA Class and SSGN submarines. PMS 392 performs the following functions:

Hull, Mechanical and Electrical (HM&E) Support - Provides for resolution of submarine problems reported by the Fleet, shipyards, and industrial activities relating to hull, fluid, auxiliary, electrical power, propulsion machinery, weapons handling systems, material failure analysis, cathodic protection, alternative life support, shaft seals, and auxiliary equipment design corrections. Includes analysis & support for resolution of emergent Strategic Weapons Support Systems (SWSS) fleet support issues and long term studies to resolve fleet Hull Maintenance and Engineering (HM&E) and Strategic Weapons Systems Support (SWSS) issues/problems. Provides resolution of emergent issues and issues identified by the fleet at Top Management Attention/Top Management Issues (TMA/TMI), HM&E Conference, etc. Support for SSN & SSBN Acoustic Trials and noise source investigations is also included.

Integrated Logistics Support (ILS) – Provides ship products support for Technical Manuals, Selected Record Drawings (SRDs) and Technical Data Updates, Manual Change Requests (MCRs), Technical Manual Deficiency Report (TMDRs), Ships Drawing Index (SDI) as well as Digital publishing, Configuration management, ship change configuration processing (CK Form) and Coordinated Onboard Shipboard Allowance List (COSAL)/Allowance Parts List (APL) updates. Provides equipment maintenance and logistics problem resolution, maintains technical documentation, reviews and approves equipment design improvements for resolution, review and approve equipment design improvements for reduced life cycle costs, and provides engineering support to complete long term maintenance and modernization initiatives.

CCS System Integration / Subsystem Support - Provides comprehensive system integration services for SSBN CCS revisions including System Engineering, Configuration Management Support, ILS, and problem analysis and resolution.

Fleet Liaison / Maintenance Planning / Engineering Availabilities - provides technical support to the Fleet during engineering availabilities. In addition, it provides for preventive and corrective maintenance and maintenance planning for submarine Command and Control Systems (CCS), HM&E, and SWSS hardware and software.

SUBSAFE & Quality Assurance Program - Provides for the certification of SSN submarines subsequent to maintenance affecting the SUBSAFE boundary. The submarine is examined by a team of SUBSAFE auditors trained specifically to maintain the integrity of the SUBSAFE Program and to SUBSAFE boundary. These auditors are trained specifically to maintain the integrity of the SUBSAFE Program and to ensure that the subject submarine is certified for unrestricted operations.

Ship Inactivation - This program includes reactor compartment removal and disposal and hull disposal/recycling availabilities for ships previously inactivated and currently in safe waterborne storage. This program also provides for decontamination of nuclear support facilities on surface tenders. The Nuclear Ship Inactivation and Disposal Program includes inactivation (INACT), reactor compartment disposal (RCD) (submarines), reactor compartment encapsulation and disposal (RCED) (cruisers) and hull recycling (RCYC) of nuclear powered submarines and nuclear powered cruisers and the decontamination (DECON) of nuclear support facilities on submarine (AS) and surface (AD) tenders. The Program is responsible for all technical, environmental and international treaty requirements associated with the safe and responsible inactivation and disposal of U.S. Navy nuclear powered ships. Program schedules are determined by Presidential directives for international treaty requirements (START I/II); SECDEF, SECNAV and CNO force level structure decisions; and the need for safe and timely disposal of nuclear powered warships.

Submarine Fleet Modernization Program (FMP) - Upgrades submarines to be mission capable in countering current and projected threats, improve operational capabilities and comply with applicable requirements. FMP management responsibilities include ship alteration (SHIPALT) prioritization, planning, programming, budgeting and execution through shipyard installations during availabilities. Other modernization support includes but is not limited to logistics and technical documentation. Sustaining engineering provides general engineering services to the various maintenance professionals and Alteration Installation Teams (AITs).

PMS394 – The Advanced Undersea Systems Program Office

Annual TOA: ~\$35 Million

Appropriations: RDTEN, OPN, OMN

PMS 394 is responsible for program management, cost, technical and engineering services for submarine rescue, escape, survivability and international cooperation.

PMS394 has responsibility for the acquisition and in-service support of the Submarine Rescue Diving Recompression System (SRDRS) program. Additionally, PMS 394 is responsible for in-service submarine rescue, escape, and survivability systems including Submarine Rescue Chambers (SRC), Submarine Escape and Immersion Equipment (SEIE), and the Submarine Emergency Position Indicating Radio Beacon (SEPIRB). PMS 394 is also responsible for the USS JIMMY CARTER (SSN 23).

SRDRS (ACAT IVT): The SRDRS is a highly mobile system capable of worldwide rapid deployment to meet the requirement for submarine rescue of a disabled, pressurized submarine trapped on the ocean floor. The SRDRS is comprised of three distinct systems. The first is the Assessment/Underwater Work System (AUWS), the second is the Submarine Rescue System-Rescue Capable System (SRS-RCS), and the third is the Submarine Rescue System-Submarine Decompression System (SRS-SDS). The AUWS and SRS-RCS are currently operational and the SRS-SDS is currently in acquisition with a planned future delivery. The three systems are described as follows:

1. AUWS is comprised of the Atmospheric Diving System (ADS 2000) and its Launch and Recovery System (LARS). The AUWS is currently operational and provides capability for rapid assessment of the disabled submarine, hatch clearance and delivery of Emergency Life Support Stores (ELSS Pods).
2. The SRS-RCS is comprised of the Pressurized Rescue Module (PRM) and its Launch and Recovery System (LARS). The PRM is intended to rescue personnel from the Disabled or Distressed Submarine (DISSUB) under pressure and transfer them to the SDS for decompression therapy. The SRS-RCS is a Remotely Operated Rescue Vehicle providing Deep Submergence Rescue Vehicle (DSRV) equivalence. SRS-RCS replaced DSRV-1 MYSTIC on 1 Oct 2008 as the US Navy's primary deep water Rescue Asset. The SRS-RCS provides submarine rescue without decompression treatment.
3. The SRS-SDS is composed of two large Submarine Decompression Chambers and auxiliary equipment used to support controlled decompression of rescuees or escapees.

SRDRS utilizes commercial or naval Vessels of Opportunity (VOOs) in the vicinity of the DISSUB capable of carrying SRDRS. One VOO is required for the AUWS and one VOO is required for the Submarine Rescue System. Any platform that can meet or exceed minimum ship requirements may be utilized for SRS-RCS. Ship Interface Templates (SITS) provide the Ship to Rescue System interface and is the first component to be loaded on the VOO.

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SRC: The SRC provides shallow water rescue capability for US Navy and other countries worldwide SRC is a relatively inexpensive, proven rescue system without transfer under pressure capability which can quickly mobilize and provide backup if the SRDRS is unavailable

Submarine Escape Immersion Equipment (SEIE): SEIE provides a safe means of individual buoyant escape and survivability from a disabled submarine in lieu of or while awaiting rescue from the surface

Submarine Emerging Position Indicating Radio Beacon (SEPIRB): The SEPIRB is a pressure-proofed commercially available EPIRB which transmits GPS coordinates when activated In the event of a disabled submarine, the SEPIRB is released from the submarine, floats to the surface and transmits encrypted GPS coordinates of the disabled submarine to US Navy submarine shore commands for initiation of rescue

PMS 399: Special Operation Forces Undersea Mobility Program Office

Annual TOA: ~\$ –30-80 Million

Appropriations: RDTE, PROC, O&M

PMS 399 coordinates the research and development, acquisition, test and evaluation, and in-service support of the Dry Deck Shelters (DDS), SOF Host Submarine Systems and future SOF Undersea Mobility Systems

The Dry Deck Shelter (DDS) is a certified diving system which attaches to modified host submarines There are six in service The DDSs are 9 ft high, 9 ft wide and 38 ft long The DDS has three separate but interconnected compartments One is a transfer trunk to move people between the submarine and the DDS Another is a hyperbaric chamber for treating divers with "bends" The third and largest chamber is the hangar, which typically houses a SEAL Delivery Vehicle (SDV) The SDV is a small electric wet submersible capable of ferrying SEALs from the submarine to shore

- Dry Deck Shelter Extension (DDSX) is a 50 inch modification to the current DDS System and additional design modifications, to include host submarine modification, to accommodate the SWCS Block 2 Upon completion of modification, DDSX will be returned to legacy program for life-cycle maintenance

The Dry Combat Submersible (DCS) Program consists of two types of submersibles, a DCS Light (DSC-L) and the DCS Medium (DCS-M) The DCS-L is a dry one atmosphere, lock-in/out capable submersible designed to deliver and extract a team of combat swimmers over moderate range with moderate payload capability The DCS-M is a dry one atmosphere, lock in/out submersible with a high endurance and high passenger and cargo capacity The DCS-L will operate from a submarine via a modified Dry Deck Shelter and the DCS-M will be a surface launched submersible with a potential for submarine operations from the Next Generation DDS

PMS 401 – Submarine Acoustic Systems

Annual TOA: ~\$400 Million

Appropriations: RDTEN, OPN, OMN

The PMS 401 Submarine Acoustics Program Office is responsible for the acquisition of the Virginia Class Sonar and Processing systems and the backfit Sonar Modernization program for all classes of submarines Additionally, PMS401 is the acquisition and technical agent for all hull mounted and towed sensors for all classes of Submarines

A-RCI (ACAT IVT): Partners with PEO IWS5A to transition advanced capabilities rapidly to the Submarine fleet via the ARCI Business model The products delivered from the Advanced Processing Build (APB) upgrade SSN 688, 688I, SEAWOLF, SSGN, Virginia and SSBN acoustic systems with AN/BQQ-10, a COTS based open system that incorporates commercial processing technology, software automation and signal processing for rapid acoustic improvements Improvements are delivered using an Integrated Development Team that is shared across all submarine platforms ensuring commonality across the Submarine Fleet

TB-34/BQ Next Generation Fat Line (NGFL) (ACAT IVT): The TB-34 Array is a replacement for the current TB-16 Fat Line Arrays currently installed on Submarines The TB-34 is based on the form, fit, and function parameters of the current TB-16F/BQ Digital Array The TB-34 Array will effectively support missions conducted in both littoral and open ocean environments, against conventional and nuclear threats The TB-34 will support missions by enabling submarines to conduct towed array operations in littoral areas where thin line arrays cannot be used

LCCA (ACAT IVT): The Low Cost Conformal Array (LCCA) system will introduce a high frequency passive sonar capability with continuous (~360°) azimuthal coverage resulting from LCCA use with the High Frequency Sail Array This capability will reduce counter-detection and collision risk in densely populated mission areas LCCA Sensors are located on the aft portion of both sides of the sail and are used in conjunction with Outboard Electronic Canisters to transmit acoustic data inboard for processing

The LCCA system will enable submarines to gain access to all ocean areas while maintaining stealth The LCCA passive ranging capability will rapidly localize targets without using active transmissions Nearby potential threats will be detected, prioritized, and tracked to acquire tactical advantage and maintain ship safety LCCA displays will not be cluttered with acoustic information from distant sources Additionally, the LCCA system will achieve close range tactical control in support of operational decisions For example, the LCCA system will permit the submarine to rapidly return to periscope depth after being forced to go deep to avoid detection or collision Applicable ship classes include: SSN 688I, SSN 21, SSN 774, and SSGN

TB-33 (ACAT IVT): The TB-33 is a fiber optic thin-line towed array system designed to provide TB-29 series acoustic performance with significantly improved reliability compared with current thin

SONAR: The Submarine Support Equipment Program develops and improves submarine Electronic Warfare Support (EWS) techniques, components, equipment, and systems that will increase submarine operational effectiveness, safety of

The Submarine Sonar Improvement Program delivers block updates to Sonar Systems installed on SSN 688, 688I, 21, TRIDENT and SSGN Class Submarines to maintain clear acoustic, tactical and operational superiority over submarine and surface combatants in all scenarios through detection, classification, localization and contact following Current developments are focused on supporting Littoral Warfare, Regional Sea Denial, Battle Group Support, Diesel Submarine Detection, Surveillance, and Peacetime Engagement

PMS 404 – Undersea Weapons

Annual TOA: ~\$400 Million

Appropriations: RDTEN, WPN, OMN

PMS 404 oversees the research, development, procurement, life cycle support and modernization of all undersea weapons, including those employed aboard submarines, surface ships and aircraft They provide cradle-to-grave life cycle support of the MK48, MK 48 ADCAP, MK48 ADCAP MOD6, MK48 ADCAP MOD 7 (CBASS), Heavyweight Torpedo Program, Torpedo Technology Insertions and Advanced Processor Builds (APBs), and the MK46, MK46 5A (S), MK46 5A(SW), MK50, MK54, ASW Targets MK30 Mod 1 and Mod 2, ASW Targets MK39 Mod 2 (EMATT), ASW Range Support, Vertical Launch ASROC (VLA) and High Altitude ASW Weapon Capability (HAAWC) Lightweight Torpedo Programs PMS404 participates in an Armaments Cooperative Project with Australia with MK48 Heavyweight Torpedo via a ten year MOU Additionally, PMS404 manages the Foreign Military Sales (FMS) of torpedoes and ASW Targets to foreign countries

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CBASS (ACAT III): The Guidance and Control section upgrade of the MK48 ADCAP MODS provides reliability improvements in parallel with an increase in memory and processing capacity to support advanced shallow water algorithms. Future planned upgrades include software APBs and a 112-element array technology insertion.

EMATT (ACAT IVM): The MK 39 Mod 2 Expendable Mobile ASW Training Target (EMATT) is a small self-propelled underwater vehicle launchable from fixed wing and rotary wing ASW aircraft and ASW surface ships for the purpose of providing basic, open ocean sonar training and torpedo placement exercises. Its operation consists of a dynamic run trajectory that is actively controlled in depth and course with pre-programmable run maneuvers and is capable of generating a magnetic field (anomaly) detectable by all current Navy Magnetic Anomaly Detectors (MAD).

LHT (ACAT III): The MK54 Lightweight Hybrid Torpedo provides the Fleet with an improved air and surface launched cost-effective ASW weapon designed to counter diesel-electric threat in littoral regions. The MK54 is a Modular Upgrade combining existing MK46 Mod 5A (SW) with subsystems of the MK50, MK48 ADCAP, and COTS processor components. Future planned upgrades include software APBs, a 112-element array technology insertion, and High Altitude Anti-Submarine Warfare Weapons Concept (HAAWC).

MK48 ADCAP MODS (ACAT III): The Guidance and Control section upgrade of the MK48 ADCAP MODS provides reliability improvements in parallel with an increase in memory and processing capacity to support advanced shallow water algorithms. The Torpedo Propulsion Upgrade (TPU) significantly reduces torpedo radiated noise and delays target alertment in all environments.

MK-30 MOD 2 ASW TARGET (ACAT IVM): The MK 30 Mod 2 is the new generation fleet ASW training target for training the Navy surface ship, submarines and aircraft that will be capable of simulating submarine threats anticipated in the twenty-first century littoral warfare environment. The MK 30 Mod 2 is a highly reliable and maintainable unmanned undersea vehicle simulating the dynamics, acoustics and magnetic signature of submarines and act as a target for ASW sensors and torpedoes to detect, classify, track and pursue in a realistic training environment.

Overall Program Management efforts are supported by both NUWC, Newport as the Technical Direction Agent (TDA) and NUWC, Keyport as an Intermediate Maintenance Activity (IMA)/Depot repair facility. Torpedo maintenance and Exercise and Warshot torpedo builds are conducted by three IMAs (located in Pearl Harbor, HI, Yorktown, VA; NUWC, Keyport).

PMS 404 is also responsible for all efforts to provide complete "cradle-to-grave" support for Heavyweight and Lightweight Torpedoes, VLA, HAAWC, ASW Targets and ASW Range Support including acquisition, budget development financial, contract management, logistics product development and support, training, engineering, safety, information assurance, production, installation, test and evaluation and support.

PMS 415 – Undersea Defensive Warfare Systems

Annual TOA: ~\$100 Million

Appropriations: RD TEN, OPN, WPN, OMN

PMS 415 conducts research, development, and construction of submarine and surface ship defensive systems including noise makers and anti-torpedo torpedoes. The Program Office provides the sensors, processing and display capabilities to detect, classify, and localize active emissions from threat platforms and incoming torpedoes. Commonality is provided between the surface and submarine fleets in the acquisition of the warfare systems through systems designs for both platforms. The PMS415 vision is to develop and field a layered, "system of systems" defense for surface ships and submarines against torpedo attacks, enabling operational commanders to maintain mission continuity in a hostile or opposed environment.

The Next Generation Countermeasure (NGCM) (ACAT III): The objective of the NGCM program is to insert new countermeasure technologies into the submarine's defense against threat acoustic-homing torpedoes. The NGCM will replace the ADC (Acoustic Device Countermeasure) MK 2 and ADC MK 3 devices. The NGCM is a three-inch diameter acoustic torpedo countermeasure with advanced features which can be deployed either as a static or mobile device using Adaptive Countermeasure (ACM) technology. This expendable device will be submarine launched from the Signal Ejector and the Countermeasure Set, Acoustic (CSA) launcher system.

ATTDS (Anti-Torpedo Torpedo Defense System) (ACAT II): ATTDS utilizes previous development of components of the AN/WSQ-11 Torpedo Defense System and applies them to a detect to engage hardkill torpedo system now called the Anti-Torpedo Torpedo Defense System (ATTDS). This acquisition program espouses an evolutionary acquisition strategy of providing incremental surface ship torpedo defense capability to the fleet by implementing first on ships already equipped with sonar systems, fire control systems and launchers. The Torpedo Detection Classification & Localization (TDCL) system will utilize a sensor set added to the AN/SLQ-25A (NIXIE) System, processing in the SQQ-89, as well as the hull mounted sonar already employed on these ships. The development of the ATT is the first derivative of the Common Very Light Weight Torpedo (CVLWT) as a funded acquisition program. An offensive warhead design is being investigated separately by ONR that will allow for a variant of the CVLWT to accommodate multi-mission (offensive & defensive) applications. The ATT as well as the Torpedo Detection, Classification, and Localization (TDCL) development are closely linked with the ONR FNC programs (Sea Shield FNC's) which provide advance technology inserts at key transition points in support of the planned ATTDS, and TDCL schedules.

PMS 425: Submarine Combat Systems Program Office

Annual TOA: ~\$150 Million

Appropriations: RD TEN, OPN, OMN

PMS 425 is responsible for the acquisition, development, production, fleet introduction and support of Combat Systems for SSN 688 Class Submarines, SSN 21 (SEAWOLF), SSGN including the Battle Management Center and Virginia Class Submarine Combat Systems.

BYG-1 (ACAT IVT): This program develops Commercial-Off-The-Shelf (COTS) based software and hardware upgrades to integrate improved tactical and weapons control capabilities for multiple submarine Classes (SSN 688I, SSGN, SEAWOLF, and VIRGINIA). The AN/BYG-1 is the combat control system common across submarine platforms which incorporate tactical control, weapon control and tactical Local Area Network (LAN) functions into a single development program. The hardware upgrades (technology insertions (TI's)) are developed on a biennial basis to provide improved capability and address COTS obsolescence. Funding also accommodates the annual integration of software Advanced Processing Builds (APBs) for both tactical control (APB(T)) and weapon control (APB(W)) subsystems. The tactical control integration effort also incorporates the integration of other sensor (ESM, sonar, radar, etc.) inputs to provide a common operation picture and improved situational awareness in an information assurance (IA) compliant environment. The weapon control development effort provides improvements to the weapons control subsystem based on improvements to missiles and torpedoes. AN/BYG-1 allows the submarine Navy to rapidly update the ship safety tactical picture, integrates the common tactical picture into the battlegroup, improves torpedo interfaces and provides Tactical TOMAHAWK (TOMAHAWK Block IV) capability.

This program also develops and tests a Common Weapon Launcher, a COTS-based software weapons launch capability for Virginia Class submarines. This upgrade provides a more reliable capability for launching missiles and torpedoes from submarines while providing the architecture to support the introduction of the next generation of payloads and sensors. This new design will also reduce the recurring costs of Virginia Class submarine weapon launch systems.

The program office is responsible for all efforts to deliver a mature technically advanced product including acquisition, budget development, contract management, logistics product development, training, engineering, safety, information assurance, production, installation, test and evaluation and support.

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PMS 435 – Submarine Sensor Systems

Annual TOA: ~\$200 Million

Appropriations: RD TEN, OPN, OMN

PMS 435 is responsible for the acquisition and lifecycle management support of the AN/BLQ-10 SEA SENTRY; AN/BVS-1 PHOTONICS Mast; Universal Modular Mast (UMM); Submarine Electronic Warfare Support Systems, including AN/WLR-8 and AN/BRD-7; Submarine Periscope Systems, including Type 18 and Type 8 periscopes; Integrated Communications Receiver System (ISCRS) and the derivative Improved Communications Acquisition and Direction Finding (ICADF) systems; and Submarine Carry-on and augmentation equipment. The program office is also responsible for modernization and reliability/maintainability improvements and other upgrades to Submarine Sensor Systems, Advanced Submarine Support Equipment Program (ASSEP) projects, and other Submarine Sensor Programs including inboard, outboard, and off-board imaging and electronic warfare systems.

ISIS (ACAT IVT): Integrated Submarine Imaging System (ISIS) is to be the Imaging System for US Navy submarines. The ISIS development will merge existing legacy capabilities with newly identified requirements. The goal of this effort is to develop an Imaging System with common features and functions, to provide a foundation for future Imaging System upgrades through the use of an Evolutionary Acquisition Process. The functionality that currently exists in the stand-alone imaging systems will be integrated through the Integrated Control and Display workstation into a common system to accomplish this goal.

PMP (ACAT III): The Photonics Mast Program (PMP) provides for the development and acquisition of a non-hull penetrating submarine electronic imaging system. This is accomplished using infrared (IR) and visible electro-optic sensors as well as antennas for Electronic Support (ES), communications, navigation (e.g., GPS) and imbedded standalone and team training. The sensors transfer data through the hull using electrical conductors. The Photonics Mast (PM) System (AN/BVS-1) is mounted on the Universal Modular Mast (UMM), a non-hull penetrating mast developed under the PMP. The PM is presently in the production phase.

SEA 073R – Undersea Technology Program Office

Annual TOA: ~\$70 Million

Appropriations: RD TEN

SEA073R, the Advanced Submarine Systems Development Program Office, is responsible for program, engineering, logistics, and financial management of programs transitioning from Future Naval Capabilities (FNCs). They are the Advanced Submarine Research and Development (R&D) Program transitioning technologies from Science and Technology (S&T) to platforms. This program provides research & development experiments for modeling and simulation, Virginia Class technology insertion, future submarine concepts and core technologies.

The Advanced Submarine Systems Development office is focused on Hull Mechanical & Electrical (HM&E) undersea technology opportunities in the following areas:

- Payloads & Sensors – Small Missile Encapsulation, Water Piercing Missile Launcher (WPML), Irregular Warfare Enabling Capabilities
- Advanced Propulsion/Ship Concept Development – Propulsors, DARPA/Navy Tango Bravo, Submarine Shaftless Stern Demonstration (S3D), Sea Based Strategic Deterrent (SBSD)
- Stealth – Conformal Array Velocity Sonar (CAVES), External Flow Noise, Advanced Electromagnetic Silencing, Large Scale Vehicles (LSV) Operation & Maintenance, Intermediate Scale Measurement System
- Total Ownership/Affordability – Hydraulic Elimination, Acoustic Damping Reduction, Advanced CO2 Scrubber

SEA 073X – Submarine Technology (SUBTECH) Project Office

Annual TOA: ~\$1.0M

Appropriations: RD TEN

SEA073X, the Submarine Technology Project Office, SUBTECH, under the leadership of the Flag Chairs, is responsible to the Undersea Enterprise (USE) leadership for providing a continuing stream of affordable new technologies for insertion in submarines in response to changes in Joint Warfare, and the continuing need to lower production and operating cost.

The SUBTECH office is focused on a broad spectrum of undersea technology opportunities and is tasked with the following:

- Pursue new technologies addressing USE needs
- Negotiate agreements for their development and transition to R&D programs
- Monitor Submarine R&D investments and provide recommendations
- Ensure submarine technology plans and needs are communicated across the S&T / R&D community in order to facilitate the development of solutions
- Articulate to Secretary of the Navy (SECNAV), Office of the Secretary of Defense (OSD), and the United States Congress existing S&T and R&D initiatives
- Identify undersea technology needs, potential solutions and landing pads
- Maintain a wide aperture perspective of existing technologies and commercial technology efforts that are potential candidate for Program Executive Office (PEO) transition
- Maintain a portfolio of existing technology efforts and applicability to PEO and Program Offices
- Assist in identifying funding opportunities and funding venues for technology needs
- Interface with X-Tech (The research and development group consisting of CARTECH (PEO Carriers), SURFTECH (PEO IWS, PEO SHIPS, PEO LMW), AIRTECH (NAVIAIR) and I-TECH (SPAWAR)) on common approaches and leveraging technology opportunities across the Naval Enterprises

NAVSEA 07TR – Submarine Trainers Office

Annual TOA: ~\$100 Million

Appropriations: RD TEN, OPN, OMN

SEA 07TR, the Submarine Training Systems Division, acts as the single point of contact and the Submarine Training System Program Manager within NAVSEA for submarine training programs. SEA 07TR provides oversight and guidance for all submarine training, including training programs procured and managed by Participating Managers (PARMs) and Program Managers. SEA 07TR is responsible for ensuring that PARMs/PMs develop and implement their respective training programs in accordance with approved CNO directives and guidance. Additionally, SEA 07TR is responsible for the acquisition and life cycle maintenance of Hull, Mechanical and Electrical (HM&E) and Combat Control Systems (CCS) team training systems funded by OPNAV 871B. SEA 07TR provides for initial procurement and installation of training systems, including both trainers and training materials funded by OPNAV 871B. SEA 07TR programs for and provides the resources necessary to perform major overhaul of training equipment and, in conjunction with other platforms and program offices, maintains the configuration of trainers and training materials. SEA 07TR implements training system configuration change at the submarine training facilities and operates

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logistics programs that help the training community operate in a more cost-efficient manner (e.g., Module Repair/Calibration, Module Test and Repair, and Test Equipment Requirements Allowance Program). SEA 07TR also performs on-site training system Technical Appraisals and updates and maintains training materials, including Submarine Onboard Training (SOBT) materials. SEA 07TR maintains technical training curricula and conduct Long Term Factory Training for SSN21 remaining courses.

Specifically, SEA 07TR manages the development, maintenance, and updating of the Submarine Training System Division program products as specified in the Life Cycle Plan (NAVSEA S8200-BG-PLN-0101), Training Materials Management Plan, (NAVSEA T8501-AF-PLN-010), the Submarine On Board Training Program Management Plan, Rev A, and the Long Term Factory Training Plan and will execute in accordance with Navy processes and procedures as required to update and maintain all Training System products.

Team Submarine Front Office

The Team Submarine Front Office is made up of the three Flag Level offices [PEO (SUB), SEA 07, and SEA 073R]. The support staff includes administrative as well as several distinct enterprise-wide elements: International Programs, Workforce and Resource Management, Financial Operations, LEAN, Congressional and Public Affairs and Information Technology Services.

The International Programs (TSUB-I) Branch is responsible for multiple functions: International Relations, Foreign Military Sales (FMS) and IEA/DEA support. The work of this office encompasses all international business for all of Team Submarine. The TSUB-I group is responsible for all international relations efforts within Team Submarine as well as all oversight of Information/Data Exchange Agreements (IEA/DEA) with foreign entities. TSUB-I acts as the liaison between Team Submarine management and the Navy International Project Office (NIPPO) and all foreign governments. This includes coordination of and participation in MOU, PA, IEA and DEA meetings. TSUB-I is also directly responsible for Summary Statements of Intent (SSOI), the Technology Transfer and Security Assistance Review Board (TTSRAB), Project Agreements, MOUs, and support of the Assistant Technical Project Officer (ATPO) concerning international affairs.

Included in the Foreign Military sales component within the IP are all cases within PMS 404 (Undersea Weapons), PMS 425 (Combat and Weapons Control Systems), PMS 415 (Undersea Defensive Warfare Systems), PMS 394 (Advanced Undersea Systems), PMS 401 (Acoustic Systems), SEA 07Q (SUBSAFE/Quality Assurance) and what was once known as the Taiwan Diesel Program Office (formerly PMS 391). Team Submarine also has two Armament Cooperative Projects (ACP) with The Royal Australian Navy: one ACP for the MK-48 Heavyweight Torpedo Advanced Capability MOD 7 (CBASS) and one ACP for the AN/BYG-1 Combat and Weapons Control System. The overall value of the FMS cases and the two ACPs is over \$1.2 billion. The FMS support includes comprehensive program and financial management services in support of all program offices' Foreign Military Sales Cases and International Agreements, which includes project definition, development and business sustaining activity. FMS support also includes Acquisition Management Support funded from FMS Cases. Only work unique to FMS cases; identification of Government Furnished Material/Equipment required for FMS case acquisition programs and provision of recommendations regarding how to obtain such GFM/E; and support of the analysis of logistics requirements and critical milestones to assist in FMS acquisition planning and reviews. The FMS office will serve as the industry liaison support to coordinate FMS acquisition program requirements and develop financial documents to execute FMS case acquisition requirements. The office is also responsible for preparation of all acquisition planning documents and schedules to implement FMS case procurement requirements and acquisition program status information for review meetings with USN program participants and FMS customers.

The Process Management Branch is responsible for having insight into the processes across Team Submarine and its associated Field Activities, ensuring they are documented, repeatable, efficient and available to the Team Submarine workforce. The branch is responsible for ensuring state of practice tools and methods are available, and for training and mentoring the workforce to use the tools in their day to day operations. Additionally the branch is responsible for ensuring that process management efforts are coordinated and integrated as appropriate at the Command, PEO, and PMO levels. Included in these efforts are documenting current process standard work, process management training, evaluation of key processes for improvement and benefit validations.

The Workforce and Resource Management Office (TSUB-A) is responsible for all matters related to Team Submarine personnel (military and civilian) and seated contractor personnel. Included in these responsibilities is maintenance of all certification and Acquisition Professional Community (APC) documents, a training history database and reports. Also included is the preparation and maintenance of manpower initiative material. TSUB-A also assists Facilities Management by expediting resolution of facilities issues. TSUB-A is also directly responsible for all human resource activities including, but not limited to, SLDCADA (Navy Timesheets), awards, recruiting and hiring, travel, supplies and safety.

The Team Submarine Activity Chief Information Officer (ACIO) is responsible for all information technology (IT) related functions within Team Submarine. Responsibilities include: Maintenance and support of the e-Tasker and other Team Submarine corporate tools; evaluation of business processes including recommendations to improve operational efficiency; providing support of the CITIS (Contractor Integrated Technical Information Service) program for Team Submarine; planning and implementation of support for NMCI Seat Roll Out and post-cutover service level management; and creation/dissemination of point papers to communicate Team Sub IM/IT requirements to Command CIO. ACIO is also responsible for providing assurance that Team Submarine is in compliance with all IT-related laws, policy and regulations; strategic planning initiatives consistent with DoD and DON objectives and Team Submarine corporate needs over the long term; oversight of plans and certification documentation to ensure Program Managers applications are consistent Team Submarine approach to certification and accreditation for information assurance; decision support analysis for making coordinated, informed IM/IT investments; oversight of IT capital investment process, portfolio management and responses to NAVSEA 00I Data Calls; and ensuring all personnel complete required information technology training in advance of prescribed deadlines from DOD, DON and NAVSEA. Overall responsibilities also include day to day IT troubleshooting for over 600 seated personnel.

Team Submarine Congressional and Public Affairs (TSUB-CPA) coordinates all congressional and public affairs efforts within Team Submarine. This includes support of all Team Submarine program offices in the areas below:

- Reporting on, and providing analysis of, legislative activities affecting Team Submarine
- Researching, analyzing, and tracking pending and current legislation
- Researching, analyzing, and tracking Congressional and Legislative inquiries
- Developing and managing a master planning calendar for Congressional, public affairs, and Team Submarine program related events and deliver a Master Schedule
- Providing program impact of legislative activity and budget decisions that affect submarine acquisition programs, with special focus on future procurements
- Maintaining and researching historical records of legislation
- Assisting preparation of draft reports to Congress and preparation of draft responses to congressional inquiries
- Briefing witnesses on effective delivery and Q&A techniques
- Preparation of informational displays and miscellaneous written and graphic materials including posters, brochures, and presentations
- Drafting articles for a wide array of publications
- Researching, identifying, analyzing and reporting on news items concerning Team Submarine
- Providing public affairs materials in support of program events including conference exhibits

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- Maintaining a Team Submarine library of briefings, speeches, videos and presentation materials

Financial Operations: The Team Submarine Financial Operations Branch is responsible for financial and acquisition strategy and financial resource management/execution. This includes funding document processing for all funds and execution analysis for Flag/SES level review. Also, The Financial Operations Branch is responsible for coordination between Team Submarine leadership and other NAVSEA, DoN, DoD and other government agency leadership in the area of financial management.

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains

proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

(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.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer database with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database

after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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(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

(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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 8) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative (identified as the Task Order Manager in Section G) within fifteen working days after Task Order award or from the date of hire for new employees

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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) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

TBD (PEO SUB)

NAVSEA - PEO SUB

Washington Navy Yard, DC

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified in Section C. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) - 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.*

*Quality Assurance Surveillance Plan (See Attachment 15)

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	6/13/2012 - 6/12/2013
4008	6/13/2012 - 6/12/2013
4009	6/13/2012 - 6/12/2013
4101	6/13/2013 - 6/12/2014
4102	6/13/2013 - 6/12/2014
4103	6/13/2013 - 6/12/2014
4104	6/13/2013 - 6/12/2014
4105	6/13/2013 - 6/12/2014
4106	6/13/2013 - 6/12/2014
4107	6/13/2013 - 6/12/2014
6001	6/13/2012 - 6/12/2013
6101	6/13/2013 - 6/12/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4001	6/13/2012 - 6/12/2013
4008	6/13/2012 - 6/12/2013
4009	6/13/2012 - 6/12/2013
4101	6/13/2013 - 6/12/2014
4102	6/13/2013 - 6/12/2014
4103	6/13/2013 - 6/12/2014
4104	6/13/2013 - 6/12/2014
4105	6/13/2013 - 6/12/2014
4106	6/13/2013 - 6/12/2014
4107	6/13/2013 - 6/12/2014
6001	6/13/2012 - 6/12/2013
6101	6/13/2013 - 6/12/2014

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

4002	6/13/2012 - 6/12/2013
4003	6/13/2012 - 6/12/2013
4004	6/13/2012 - 6/12/2013

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4005	6/13/2012 - 6/12/2013
4006	6/13/2012 - 6/12/2013
4007	6/13/2012 - 6/12/2013
4201	6/13/2014 - 6/12/2015
4202	6/13/2014 - 6/12/2015
4203	6/13/2014 - 6/12/2015
4204	6/13/2014 - 6/12/2015
4205	6/13/2014 - 6/12/2015
4206	6/13/2014 - 6/12/2015
4207	6/13/2014 - 6/12/2015
4301	6/13/2015 - 6/12/2016
4302	6/13/2015 - 6/12/2016
4303	6/13/2015 - 6/12/2016
4304	6/13/2015 - 6/12/2016
4305	6/13/2015 - 6/12/2016
4306	6/13/2015 - 6/12/2016
4307	6/13/2015 - 6/12/2016
4401	6/13/2016 - 6/12/2017
4402	6/13/2016 - 6/12/2017
4403	6/13/2016 - 6/12/2017
4404	6/13/2016 - 6/12/2017
4405	6/13/2016 - 6/12/2017
4406	6/13/2016 - 6/12/2017
4407	6/13/2016 - 6/12/2017
5001	6/13/2012 - 6/12/2013
5101	6/13/2013 - 6/12/2014
5201	6/13/2014 - 6/12/2015
5301	6/13/2015 - 6/12/2016
5401	6/13/2016 - 6/12/2017
6201	6/13/2014 - 6/12/2015
6301	6/13/2015 - 6/12/2016
6401	6/13/2016 - 6/12/2017

CLAUSES INCORPORATED BY REFERENCE

52.242-15 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.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a

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contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

X (12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

a) This requirement includes support for multiple programs with independent budgets

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and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

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

INVOICE INSTRUCTION (NAVSEA) (APR 2011)

“(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 <https://wawftraining.eb.mil>. 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)

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☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

☐ Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	N00024
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N00024
Service Acceptor DODAAC	N00024
Service Approver DODAAC	N00024
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA47F
LPO DODAAC	N/A
Inspection Location	See Section E
Acceptance Location	See Section E

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.

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Maximum limit for size of files per invoice is 5 megabytes.

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

(f) 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:
arveice.washington@navy.mil

(g) 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.

(h) 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) 781-4815 or margaret.morgan@navy.mil.

RESTRICTION OF FUNDS, CONTRACTOR BILLING AND PAYMENT (Applicable to Australian SLIN 4101/37,4102/13,4103/13)

1. Introduction. Supplies and services required by this contract will be provided by the contractor for the Australian Department of Defense.

2. Restriction of Funds. Funds obligated under the contract are restricted for the use only on the CLINs or SLINs to which the funds are identified on the Financial Accounting Data Sheet [NAVSEA Form 7300/17 (7-90)] attached. The contractor shall invoice and report costs by CLIN or SLIN, and by type and year of funds, to the extent reasonable and feasible. If the costs cannot be identified to a CLIN or SLIN, a pro rata share using an allocation ratio of obligations

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for each item to obligations for all items sharing the costs shall be charged to the items generating the costs.

3. Invoices and Requests for Performance-Based Payments. Invoices or requests for payment must be submitted for efforts performed on behalf of, and financed by, the Australian Department of Defense.

(a) Invoices for efforts to be paid for by the RAN Government.

For CLIN/SLINs 4101/37, 4102/13, 4103/13 the contractor shall forward the original invoice/public voucher and one copy to the Undersea Weapons representative as stated below:

Royal Australian Navy

Defense Liaison

C/O Submarine Combat and Weapons Control Program Office

PMS 425 (Attn: CMDR Matthew Ritchie, RAN)

Naval Sea Systems Command

1333 Issac Hull Ave. Bldg 197

Washington, DC 20376-5000

For Payment by:

Wells Fargo Bank N.A.

Account #5962501416

420 Montgomery Street

San Francisco, CA 94163

4. Payment.

(a) Payments by the RAN Governments. For payments to be made on behalf of the RAN Government, the contractor will present invoices in accordance with the provisions of this contract. Invoices to be paid by the RAN Governments are only due for payment if they fulfill the following requirements:

(a) The requirements set forth in the contract are met.

(b) Each invoice includes a statement:

(i) by the chief accountant, confirming that the claimed amount reflects the actual work performed in accordance with the provisions of this contract; and,

(ii) by the Administrative Contracting Officer or his authorized representative on-site,

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confirming that the company's costs (labor and material) are acceptable for payment and confirming that the Milestone was met.

5. Liquidation.

1. Final payment for each item under RAN funded CLINs/SLINs will be made by the RAN Governments when the following has been completed:

- (a) Successful inspection by the RAN Government representatives;
- (b) delivery of each item;
- (c) submission of the invoice accompanied with a copy of the signed DD Form 250.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Randal Onders, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-3678
e-mail: randal.onders@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Lindsay Alexander, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-1890
e-mail: lindsay.a.alexander@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: TBD
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-XXXX
e-mail: TBD@navy.mil

**Note that the POR is the Contract Specialist*

CONTRACTING OFFICERS REPRESENTATIVE (COR)

Naval Sea Systems Command
Attn: Arveice Washington
614 Sicard St SE
Washington, DC 20376

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Arveice.Washington@navy.mil
202-781-1687

The Government reserves the right to unilaterally change the points of contact at anytime.

TYPE OF ORDER

This Task Order is a Cost-Plus-Fixed-Fee (CPFF) type, with Cost-Plus-Incentive-Fee (CPIF) Options and Firm-Fixed Price (FFP) with Options. The contractor shall devote the specified level of effort for time period(s) stated in Sections F and H, as applicable.

Accounting Data

SLINID	PR Number	Amount
400101	1300275302	295000.00
LLA :		
RR 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001231082		
400102	1300274945	775000.00
LLA :		
AB 1721804 8D4D 251 SB404 0 050120 2D 000000 A00001228926		
600101	1300275302	5000.00
LLA :		
RR 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001231082		
600102	1300274945	43000.00
LLA :		
AC 1721804 8D4D 252 SB404 0 050120 2D 000000 A00001228926		

BASE Funding 1118000.00
Cumulative Funding 1118000.00

MOD 01 Funding 0.00
Cumulative Funding 1118000.00

MOD 02

400103	1300274945	155593.00
LLA :		
AD 1721804 8D4D 251 SB404 0 050120 2D 000000 A10001228926		
400104	1300274945	289000.00
LLA :		
AF 1721804 8M4K 251 V7TR0 0 050120 2D 000000 A20001228926		
600103	1300274945	5000.00
LLA :		
AE 1721804 8D4D 252 SB404 0 050120 2D 000000 A10001228926		
600104	1300274945	10000.00
LLA :		
AG 1721804 8M4K 252 V7TR0 0 050120 2D 000000 A20001228926		

MOD 02 Funding 459593.00
Cumulative Funding 1577593.00

MOD 03

400102	1300274945	(775000.00)
LLA :		
AB 1721804 8D4D 251 SB404 0 050120 2D 000000 A00001228926		

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400104 1300274945 85325.00
LLA :
AF 1721804 8M4K 251 V7TR0 0 050120 2D 000000 A20001228926

400105 1300278123 258000.00
LLA :
AH 1721810 82MB 251 V7TR0 0 050120 2D 000000 A00001250499

400106 1300278123 24000.00
LLA :
AK 1721319 84RJ 251 V73R0 0 050120 2D 000000 A10001250499

400107 1300292526 2286900.00
LLA :
AM 1721319 H4RJ 251 SB397 0 050120 2D 000000 A00001324211

400108 1300274945 238202.00
LLA :
AP 1721804 8D4D 251 SB425 0 050120 2D 000000 A30001228926

600102 1300274945 (43000.00)
LLA :
AC 1721804 8D4D 252 SB404 0 050120 2D 000000 A00001228926

600104 1300274945 9481.00
LLA :
AG 1721804 8M4K 252 V7TR0 0 050120 2D 000000 A20001228926

600105 1300278123 10000.00
LLA :
AJ 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001250499

600106 1300278123 1000.00
LLA :
AL 1721319 84RJ 252 V73R0 0 050120 2D 000000 A10001250499

600107 1300292526 45738.00
LLA :
AN 1721319 H4RJ 252 SB397 0 050120 2D 000000 A00001324211

MOD 03 Funding 2140646.00
Cumulative Funding 3718239.00

MOD 04

400105 1300278123 (205325.00)
LLA :
AH 1721810 82MB 251 V7TR0 0 050120 2D 000000 A00001250499

400109 1300297909 1081000.00
LLA :
AT 1721804 8B2B 251 V7200 0 050120 2D 000000 A00001351225

400110 1300298983 140000.00
LLA :
BA 1721611 H232 251 SB450 0 050120 2D 000000 A30001355648

400111 1300292705 482486.00
LLA :
AU 1721810 H1PL 251 SB435 0 050120 2D 000000 A10001324840

400112 1300292705 49000.00
LLA :
AV 1721810 H2SA 251 SB401 0 050120 2D 000000 A00001324840

400113 1300292705 504591.00
LLA :
AW 1721810 H1PL 251 SB435 0 050120 2D 000000 A40001324840

400114 1300292705 50000.00

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LLA :
AX 1721810 H2SA 251 SB401 0 050120 2D 000000 A20001324840

400115 1300292705 125000.00
LLA :
AY 1721810 H1PL 251 SB435 0 050120 2D 000000 A30001324840

400116 1300298983 259500.00
LLA :
BB 1711611 H232 251 SB450 0 050120 2D 000000 A40001355648

400117 1300298983 145000.00
LLA :
BC 1711611 H232 251 SB450 0 050120 2D 000000 A00001355648

400118 1300298983 265000.00
LLA :
BD 1711611 H232 251 SB450 0 050120 2D 000000 A10001355648

400119 1300298983 350000.00
LLA :
BE 1721611 H232 251 SB450 0 050120 2D 000000 A20001355648

600109 1300297909 19000.00
LLA :
AQ 1721804 8B2B 252 V7200 0 050120 2D 000000 A00001351225

600110 1300298983 100000.00
LLA :
AZ 1721611 H232 252 SB450 0 050120 2D 000000 A30001355648

600111 1300292705 10000.00
LLA :
AR 1721810 H1PL 252 SB435 0 050120 2D 000000 A10001324840

600112 1300292705 1000.00
LLA :
AS 1721810 H2SA 252 SB401 0 050120 2D 000000 A00001324840

MOD 04 Funding 3376252.00
Cumulative Funding 7094491.00

MOD 05

400121 1300274945 63060.00
LLA :
BG 1721804 8M1K 251 V7TR0 0 050120 2D 000000 A40001228926

400122 1300274945 203445.00
LLA :
BH 1721804 8D4D 251 SB404 0 050120 2D 000000 A50001228926

400123 1300274945 57633.00
LLA :
BH 1721804 8D4D 251 SB404 0 050120 2D 000000 A50001228926

400124 1300274945 45421.00
LLA :
BJ 1721804 8B2B 251 V7200 0 050120 2D 000000 A60001228926

400125 1300274945 132000.00
LLA :
BJ 1721804 8B2B 251 V7200 0 050120 2D 000000 A60001228926

MOD 05 Funding 501559.00
Cumulative Funding 7596050.00

MOD 06

400126 1300292705 290700.00

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LLA :
BK 1731810 H2SA 251 SB401 0 050120 2D 000000 A50001324840

400127 1300292526 495000.00
LLA :
BU 1731319 H5YR 251 SB425 0 050120 2D 000000 A10001324211

400128 1300274945 175000.00
LLA :
BZ 1731804 8D4D 251 SB404 0 050120 2D 000000 A90001228926

400129 1300292526 90000.00
LLA :
BV 1731319 84RJ 251 V73R0 0 050120 2D 000000 A20001324211

400130 1300292526 788000.00
LLA :
BW 1731319 H4NZ 251 SB415 0 050120 2D 000000 A40001324211

400131 1300274945 60000.00
LLA :
BR 1731804 8D4D 251 SB415 0 050120 2D 000000 A80001228926

400132 1300292526 8098.00
LLA :
BX 1731319 84RJ 251 V73R0 0 050120 2D 000000 A50001324211

400133 1300292705 600000.00
LLA :
BS 1731810 H2WL 251 SB415 0 050120 2D 000000 A60001324840

400134 1300292705 48000.00
LLA :
BT 1731810 H2WM 251 SB415 0 050120 2D 000000 A70001324840

400135 1300315056 10000.00
LLA :
AA 1721319 W627 255 RA9P5 0 068342 2D 000000 00149000P010

400136 1300315056 15000.00
LLA :
AA 1721319 W627 255 RA9P5 0 068342 2D 000000 00149000P010

400137 1300315056 10000.00
LLA :
BY 1731319 E627 253 68876 C 068892 2D XK0002 688763D2531Q

400138 1300292705 622000.00
LLA :
CA 1731810 H2ML 251 SB435 0 050120 2D 000000 B00001324840

600113 1300274945 5000.00
LLA :
BF 1731804 8B2B 252 V7200 0 050120 2D 000000 A70001228926

600126 1300292705 15300.00
LLA :
BL 1731810 H2SA 252 SB401 0 050120 2D 000000 A50001324840

600127 1300292526 5000.00
LLA :
BM 1731319 H5YR 252 SB425 0 050120 2D 000000 A10001324211

600128 1300274945 5000.00
LLA :
CB 1731804 8D4D 252 SB404 0 050120 2D 000000 A90001228926

600129 1300292526 10000.00
LLA :
BP 1731319 84RJ 252 V73R0 0 050120 2D 000000 A30001324211

600130 1300292526 70000.00

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LLA :
BQ 1731319 H4NZ 252 SB415 0 050120 2D 000000 A40001324211

600138 1300292705 10000.00
LLA :
CC 1731810 H2ML 252 SB435 0 050120 2D 000000 B00001324840

MOD 06 Funding 3332098.00
Cumulative Funding 10928148.00

MOD 07

400139 1300274945 496656.00
LLA :
CD 1731804 8B2B 251 V7200 0 050120 2D 000000 A70001228926

400140 1300292705 110000.00
LLA :
CF 1731810 H1PL 251 SB435 0 050120 2D 000000 B10001324840

400141 1300292705 55995.00
LLA :
CG 1731810 H1PL 251 SB435 0 050120 2D 000000 B20001324840

400142 1300292705 174000.00
LLA :
CH 1731810 H1PL 251 SB435 0 050120 2D 000000 B30001324840

400143 1300298983 570000.00
LLA :
CJ 1711611 H232 251 SB450 0 050120 2D 000000 A50001355648

600140 1300292705 30000.00
LLA :
CE 1731810 H1PL 252 SB435 0 050120 2D 000000 B10001324840

600143 1300298983 15000.00
LLA :
CK 1711611 H232 252 SB450 0 050120 2D 000000 A50001355648

MOD 07 Funding 1451651.00
Cumulative Funding 12379799.00

MOD 08

400144 1300292526 495000.00
LLA :
CP 1731319 H5YR 251 SB425 0 050120 2D 000000 A10001324211

400145 1300274945 250000.00
LLA :
CQ 1731804 8B5B 251 V7200 0 050120 2D 000000 B00001228926

400146 1300292526 50000.00
LLA :
CR 1731319 H4NZ 251 SB415 0 050120 2D 000000 A60001324211

400147 1300321342 150000.00
LLA :
CS 97-11X8242 2884 000 74842 0 065916 2D PATW44 919680020LEA

600144 1300292526 5000.00
LLA :
CL 1731319 H5YR 252 SB425 0 050120 2D 000000 A10001324211

600145 1300274945 5000.00
LLA :
CM 1731804 8B5B 252 V7200 0 050120 2D 000000 B00001228926

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MOD 08 Funding 955000.00
Cumulative Funding 13334799.00

MOD 09

400148 1300336629 38000.00
LLA :
CW 97-11X8242 2884 000 74842 0 065916 2D PAT044 933480250GRI

400149 1300298983 229862.00
LLA :
CZ 1721611 H232 251 SB450 0 050120 2D 000000 A60001355648

400150 N0002413MR55258 482100.00
LLA :
CT 1781811 H232 251 WAWRC 0 068342 2D 000000 200348000000
N0002408AF2H232

400151 N0002413MR55258 48747.00
LLA :
CU 1791811 H232 251 WAWRC 0 068342 2D 000000 200378000000
N0002409AF2H232

400152 1300330670 422000.00
LLA :
CX 97-11X8242 PPN4 251 V1C00 0 050120 2D 000000 A20001588326

400153 1300330670 88841.00
LLA :
CY 97-11X8242 PPN4 251 V1C00 0 050120 2D 000000 A30001588326

400154 1300298983 92528.00
LLA :
BB 1711611 H232 251 SB450 0 050120 2D 000000 A40001355648

400155 1300298983 170066.00
LLA :
BE 1721611 H232 251 SB450 0 050120 2D 000000 A20001355648

400901 1300315056 145000.00
LLA :
CV 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

600148 1300336629 2000.00
LLA :
CW 97-11X8242 2884 000 74842 0 065916 2D PAT044 933480250GRI

MOD 09 Funding 1719144.00
Cumulative Funding 15053943.00

MOD 10

400133 1300292705 (600000.00)
LLA :
BS 1731810 H2WL 251 SB415 0 050120 2D 000000 A60001324840

MOD 10 Funding -600000.00
Cumulative Funding 14453943.00

MOD 11

400117 1300298983 233500.00
LLA :
BC 1711611 H232 251 SB450 0 050120 2D 000000 A00001355648

400118 1300298983 15024.00
LLA :
BD 1711611 H232 251 SB450 0 050120 2D 000000 A10001355648

400149 1300298983 143007.00

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LLA :
CZ 1721611 H232 251 SB450 0 050120 2D 000000 A60001355648

400154 1300298983 188726.00
LLA :
BB 1711611 H232 251 SB450 0 050120 2D 000000 A40001355648

MOD 11 Funding 580257.00
Cumulative Funding 15034200.00

MOD 12

400151 N0002413MR55327 109853.00
LLA :
CU 1791811 H232 251 WAWRC 0 068342 2D 000000 200378000000
N0002409AF2H232

400156 1300274945 200000.00
LLA :
DB 1731804 8D4D 251 SB425 0 050120 2D 000000 B10001228926

400157 1300292705 125288.00
LLA :
DC 1731810 H2WM 251 SB415 0 050120 2D 000000 A70001324840

400158 1300292526 31444.00
LLA :
DD 1721319 H4NZ 251 SB415 0 050120 2D 000000 A70001324211

400159 1300292526 26674.00
LLA :
DE 1731319 H4NZ 251 SB415 0 050120 2D 000000 A40001324211

400160 1300343748 350344.00
LLA :
DF 1731804 8B2B 251 V7200 0 050120 2D 000000 A00001678264

600160 1300343748 5000.00
LLA :
DA 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001678264

MOD 12 Funding 848603.00
Cumulative Funding 15882803.00

MOD 13

400133 1300292705 540000.00
LLA :
BS 1731810 H2WL 251 SB415 0 050120 2D 000000 A60001324840

400161 1300292705 140000.00
LLA :
BS 1731810 H2WL 251 SB415 0 050120 2D 000000 A60001324840

400801 1300343748 299522.00
LLA :
RS 1731804 8B5B 251 V4R00 0 050120 2D 000000 A10001678264

MOD 13 Funding 979522.00
Cumulative Funding 16862325.00

MOD 14

400104 1300274945 (87522.00)
LLA :
AF 1721804 8M4K 251 V7TR0 0 050120 2D 000000 A20001228926

400105 1300278123 (36478.00)
LLA :

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AH 1721810 82MB 251 V7TR0 0 050120 2D 000000 A00001250499

400107 1300292526 (542000.00)

LLA :

AM 1721319 H4RJ 251 SB397 0 050120 2D 000000 A00001324211

400126 1300292705 (9000.00)

LLA :

BK 1731810 H2SA 251 SB401 0 050120 2D 000000 A50001324840

400128 1300274945 (4000.00)

LLA :

BZ 1731804 8D4D 251 SB404 0 050120 2D 000000 A90001228926

400129 1300292526 (17000.00)

LLA :

BV 1731319 84RJ 251 V73R0 0 050120 2D 000000 A20001324211

400143 1300298983 (58000.00)

LLA :

CJ 1711611 H232 251 SB450 0 050120 2D 000000 A50001355648

400161 1300292705 (34000.00)

LLA :

BS 1731810 H2WL 251 SB415 0 050120 2D 000000 A60001324840

410101 1300356349 97693.00

LLA :

RT 1711611 H232 251 SB450 0 050120 2D 000000 A00001769524

410102 1300356349 191000.00

LLA :

RU 1711611 H232 251 SB450 0 050120 2D 000000 A10001769524

410103 1300356349 100000.00

LLA :

RV 1721611 H232 251 SB450 0 050120 2D 000000 A20001769524

410104 1300356349 200000.00

LLA :

RW 1721611 H232 251 SB450 0 050120 2D 000000 A30001769524

410105 1300356349 64928.00

LLA :

RX 1721611 H232 251 SB450 0 050120 2D 000000 A40001769524

410106 1300356349 154294.00

LLA :

RY 1731611 H232 251 SB450 0 050120 2D 000000 A50001769524

410107 1300356349 31486.00

LLA :

RZ 1731611 H232 251 SB450 0 050120 2D 000000 A60001769524

410108 1300355769 90794.00

LLA :

SA 1731810 H4VB 252 SB425 0 050120 2D 000000 A00001765009

410109 1300355766 221133.00

LLA :

SB 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410110 1300356350 43000.00

LLA :

SP 1731319 H4NZ 251 SB415 0 050120 2D 000000 A10001769622

410111 1300356350 5829.00

LLA :

SQ 1731319 H5XY 251 SB401 0 050120 2D 000000 A30001769622

410112 1300356350 403913.00

LLA :

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SR 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410201 1300356349 29355.00

LLA :

SC 1731611 H232 251 SB450 0 050120 2D 000000 A60001769524

410202 1300355769 25180.00

LLA :

SD 1731810 H4VB 252 SB425 0 050120 2D 000000 A00001765009

410203 1300355766 61326.00

LLA :

SE 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410204 1300356350 122643.00

LLA :

SS 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410301 1300355769 80501.00

LLA :

SF 1731810 H4VB 252 SB425 0 050120 2D 000000 A00001765009

410302 1300355766 196066.00

LLA :

SG 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410303 1300356350 507802.00

LLA :

ST 1731319 H4NZ 251 SB415 0 050120 2D 000000 A00001769622

410304 1300356350 677548.00

LLA :

SU 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410305 1300356350 161666.00

LLA :

SV 1731319 H5XY 251 SB401 0 050120 2D 000000 A30001769622

410311 N0002413MR55451 289385.00

LLA :

DG 17 9 1811 H232 251 WA WRH 0 068342 2D 000000 20037 500 0000

410401 1300356349 181037.00

LLA :

SH 1711611 H232 251 SB450 0 050120 2D 000000 A00001769524

410402 1300356349 159659.00

LLA :

SJ 1731611 H232 251 SB450 0 050120 2D 000000 A60001769524

410404 1300356350 451077.00

LLA :

SW 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410405 1300356350 91000.00

LLA :

SX 1731319 H7FN 251 SB415 0 050120 2D 000000 A60001769622

410501 1300330670 261766.00

LLA :

CX 97-11X8242 PPN4 251 V1C00 0 050120 2D 000000 A20001588326

410502 1300336629 222000.00

LLA :

SK 97-11X8242 2884 000 74842 0 065916 2D PAT044 307780050GRI

410503 1300321342 147000.00

LLA :

SL 97-11X8242 2884 000 74842 0 065916 2D PATW44 919680020LEA

410601 1300356349 101000.00

LLA :

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SM 1731611 8570 251 V8000 0 050120 2D 000000 A70001769524

410602 1300356350 200000.00

LLA :

SY 1731319 84TA 251 V5H00 0 050120 2D 000000 A40001769622

600103 1300274945 (3000.00)

LLA :

AE 1721804 8D4D 252 SB404 0 050120 2D 000000 A10001228926

600104 1300274945 (9000.00)

LLA :

AG 1721804 8M4K 252 V7TR0 0 050120 2D 000000 A20001228926

600105 1300278123 (10000.00)

LLA :

AJ 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001250499

600107 1300292526 (39000.00)

LLA :

AN 1721319 H4RJ 252 SB397 0 050120 2D 000000 A00001324211

600109 1300297909 (4000.00)

LLA :

AQ 1721804 8B2B 252 V7200 0 050120 2D 000000 A00001351225

600110 1300298983 (79000.00)

LLA :

AZ 1721611 H232 252 SB450 0 050120 2D 000000 A30001355648

600113 1300274945 (5000.00)

LLA :

BF 1731804 8B2B 252 V7200 0 050120 2D 000000 A70001228926

600126 1300292705 (12000.00)

LLA :

BL 1731810 H2SA 252 SB401 0 050120 2D 000000 A50001324840

600128 1300274945 (5000.00)

LLA :

CB 1731804 8D4D 252 SB404 0 050120 2D 000000 A90001228926

600129 1300292526 (10000.00)

LLA :

BP 1731319 84RJ 252 V73R0 0 050120 2D 000000 A30001324211

600130 1300292526 (43000.00)

LLA :

BQ 1731319 H4NZ 252 SB415 0 050120 2D 000000 A40001324211

600138 1300292705 (10000.00)

LLA :

CC 1731810 H2ML 252 SB435 0 050120 2D 000000 B00001324840

600140 1300292705 (30000.00)

LLA :

CE 1731810 H1PL 252 SB435 0 050120 2D 000000 B10001324840

600143 1300298983 (10000.00)

LLA :

CK 1711611 H232 252 SB450 0 050120 2D 000000 A50001355648

600144 1300292526 (3500.00)

LLA :

CL 1731319 H5YR 252 SB425 0 050120 2D 000000 A10001324211

600145 1300274945 (5000.00)

LLA :

CM 1731804 8B5B 252 V7200 0 050120 2D 000000 B00001228926

600160 1300343748 (5000.00)

LLA :

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DA 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001678264

610101 1300355769 9000.00

LLA :

SN 1731810 H4VB 252 SB425 0 050120 2D 000000 A00001765009

MOD 14 Funding 4508581.00

Cumulative Funding 21370906.00

MOD 15

410113 130035634800002 9000.00

LLA :

SZ 1731810 H2SA 251 SB401 0 050120 2D 000000 A10001769105

410114 130035666200006 135803.00

LLA :

TA 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410115 130035666200001 5000.00

LLA :

TB 1731804 8B2B 251 V7200 0 050120 2D 000000 A00001771310

410116 130035634800022 84754.00

LLA :

TC 1731810 H2SA 251 SB401 0 050120 2D 000000 B10001769105

410117 130035666200004 195000.00

LLA :

TD 1731804 8M4K 251 V7TR0 0 050120 2D 000000 A20001771310

410118 130035634800003 12000.00

LLA :

TE 1731810 H2SA 251 SB401 0 050120 2D 000000 A10001769105

410119 130035634800020 403846.00

LLA :

TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

410120 130035634800006 10000.00

LLA :

TG 1731810 H1PL 251 SB435 0 050120 2D 000000 A30001769105

410121 130035745600001 217315.00

LLA :

TH 1711611 H232 252 SB450 0 050120 2D 000000 A00001777341

410205 130035666200009 53709.00

LLA :

TJ 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410206 130035634800011 28532.00

LLA :

TK 1731810 H1PL 251 SB435 0 050120 2D 000000 A30001769105

410207 130035634800012 64405.00

LLA :

TL 1731810 H1PL 251 SB435 0 050120 2D 000000 A60001769105

410208 130035634800013 97653.00

LLA :

TM 1731810 H1PL 251 SB435 0 050120 2D 000000 A70001769105

410209 130035634800015 162235.00

LLA :

TN 1731810 H2ML 251 SB435 0 050120 2D 000000 B00001769105

410210 130035634800018 372288.00

LLA :

TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

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410306 130035634800010 136668.00
 LLA :
 TQ 1731810 H1PL 251 SB435 0 050120 2D 000000 A30001769105

 410307 130035666200008 151907.00
 LLA :
 TR 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

 410308 130035634800001 225698.00
 LLA :
 TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

 410309 130035745600002 123461.00
 LLA :
 TT 1711611 H232 252 SB450 0 050120 2D 000000 A00001777341

 410403 130035634800014 106347.00
 LLA :
 TU 1731810 H1PL 251 SB435 0 050120 2D 000000 A70001769105

 410406 130035634800019 221000.00
 LLA :
 TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

 410407 130035745600004 201687.00
 LLA :
 TW 1731611 H232 252 SB450 0 050120 2D 000000 A20001777341

 410408 130035745600003 863653.00
 LLA :
 TX 1731611 H232 252 SB450 0 050120 2D 000000 A10001777341

 410409 130035666200007 83331.00
 LLA :
 TY 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

 410502 130033662900003 (20000.00)
 LLA :
 SK 97-11X8242 2884 000 74842 0 065916 2D PAT044 307780050GRI

 410504 130035666200010 46065.00
 LLA :
 TZ 1731804 8M1K 251 V7TR0 0 050120 2D 000000 A40001771310

 410505 130035666200014 74370.00
 LLA :
 UA 1731804 8D4D 251 SB404 0 050120 2D 000000 A80001771310

 410506 130035666200011 20000.00
 LLA :
 UB 1731804 8B2B 251 SB435 0 050120 2D 000000 A50001771310

 410507 130035666200012 45943.00
 LLA :
 UC 1731804 8B2B 251 V7200 0 050120 2D 000000 A60001771310

 410603 130035666200005 104000.00
 LLA :
 UD 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

 410604 130035634800016 95000.00
 LLA :
 UE 1731810 81HS 251 V8000 0 050120 2D 000000 A80001769105

 410702 130035777300001 35000.00
 LLA :
 UG 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

 610102 130035666200013 9000.00
 LLA :
 UH 1731804 8B2B 251 V7200 0 050120 2D 000000 A70001771310

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610103 130035634800005 20000.00
 LLA :
 UJ 1731810 H1PL 252 SB435 0 050120 2D 000000 A30001769105

610104 130035666200002 5000.00
 LLA :
 UK 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001771310

610105 130035634800020 45000.00
 LLA :
 TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

610106 130033662900005 20000.00
 LLA :
 SK 97-11X8242 2884 000 74842 0 065916 2D PAT044 307780050GRI

MOD 15 Funding 4464670.00
 Cumulative Funding 25835576.00

MOD 16 Funding 0.00
 Cumulative Funding 25835576.00

MOD 17

410122 1300356662 46065.00
 LLA :
 TZ 1731804 8M1K 251 V7TR0 0 050120 2D 000000 A40001771310

410123 1300356662 74370.00
 LLA :
 UA 1731804 8D4D 251 SB404 0 050120 2D 000000 A80001771310

410124 1300356662 20000.00
 LLA :
 UB 1731804 8B2B 251 SB435 0 050120 2D 000000 A50001771310

410125 1300356662 45943.00
 LLA :
 UC 1731804 8B2B 251 V7200 0 050120 2D 000000 A60001771310

410504 1300356662 (46065.00)
 LLA :
 TZ 1731804 8M1K 251 V7TR0 0 050120 2D 000000 A40001771310

410505 1300356662 (74370.00)
 LLA :
 UA 1731804 8D4D 251 SB404 0 050120 2D 000000 A80001771310

410506 1300356662 (20000.00)
 LLA :
 UB 1731804 8B2B 251 SB435 0 050120 2D 000000 A50001771310

410507 1300356662 (45943.00)
 LLA :
 UC 1731804 8B2B 251 V7200 0 050120 2D 000000 A60001771310

MOD 17 Funding 0.00
 Cumulative Funding 25835576.00

MOD 18

400135 1300315056 (10000.00)
 LLA :
 AA 1721319 W627 255 RA9P5 0 068342 2D 000000 00149000P010

400136 1300315056 (15000.00)
 LLA :
 AA 1721319 W627 255 RA9P5 0 068342 2D 000000 00149000P010

400137 1300315056 (10000.00)

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LLA :
BY 1731319 E627 253 68876 C 068892 2D XK0002 688763D2531Q

400801 1300343748 (252022.00)
LLA :
RS 1731804 8B5B 251 V4R00 0 050120 2D 000000 A10001678264

400901 1300315056 (35000.00)
LLA :
CV 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

410109 1300355766 83023.00
LLA :
SB 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410114 1300356662 210000.00
LLA :
TA 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410117 1300356662 76522.00
LLA :
TD 1731804 8M4K 251 V7TR0 0 050120 2D 000000 A20001771310

410126 1300356662 5000.00
LLA :
UM 1731804 8B5B 251 V7200 0 050120 2D 000000 A90001771310

410127 1300368750 644000.00
LLA :
UN 1731611 H232 251 SB450 0 050120 2D 000000 A00001841950

410128 1300356662 174685.00
LLA :
UP 1731804 8D4D 251 SB415 0 050120 2D 000000 B00001771310

410203 1300355766 39070.00
LLA :
SE 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410204 1300356350 240000.00
LLA :
SS 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410205 1300356662 123000.00
LLA :
TJ 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410211 1300357456 48600.00
LLA :
UQ 1731611 H232 251 SB450 0 050120 2D 000000 A40001777341

410302 1300355766 122907.00
LLA :
SG 1731319 H5YR 252 SB425 0 050120 2D 000000 A00001764605

410304 1300356350 (240000.00)
LLA :
SU 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

410307 1300356662 44000.00
LLA :
TR 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410310 1300357456 40000.00
LLA :
UR 1721611 H232 251 SB450 0 050120 2D 000000 A30001777341

410312 1300357456 5186.00
LLA :
UQ 1731611 H232 251 SB450 0 050120 2D 000000 A40001777341

410605 1300370068 10000.00

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LLA :
US 1731804 8U5N 251 V5S00 0 050120 2D 000000 A00001849240

410606 1300356662 95000.00
LLA :
UT 1731804 8B5B 251 V4X00 0 050120 2D 000000 B20001771310

410607 1300356662 166000.00
LLA :
UZ 1731804 8B5B 251 V4R00 0 050120 2D 000000 B10001771310

410701 1300356662 90000.00
LLA :
UH 1731804 8B2B 251 V7200 0 050120 2D 000000 A70001771310

410703 1300357456 90000.00
LLA :
UR 1721611 H232 251 SB450 0 050120 2D 000000 A30001777341

410704 1300357456 28000.00
LLA :
UQ 1731611 H232 251 SB450 0 050120 2D 000000 A40001777341

410705 1300370086 23375.00
LLA :
UU 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

410706 1300356662 443291.00
LLA :
UV 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

410707 1300370086 104125.00
LLA :
UU 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

610102 1300356662 (9000.00)
LLA :
UH 1731804 8B2B 251 V7200 0 050120 2D 000000 A70001771310

610107 1300357456 1000.00
LLA :
UQ 1731611 H232 251 SB450 0 050120 2D 000000 A40001777341

610108 1300370086 2500.00
LLA :
UU 1731804 60BA 257 00060 R 068732 2D C2BVCF 213683B2BR4P

610109 1300355766 5000.00
LLA :
UW 1731319 H5YR 251 SB425 0 050120 2D 000000 A00001764605

610110 1300356662 6249.00
LLA :
UV 1731804 8B2B 251 V7200 0 050120 2D 000000 A30001771310

610111 1300368750 15000.00
LLA :
UX 1731611 H232 251 SB450 0 050120 2D 000000 A10001841950

610112 1300356350 25000.00
LLA :
UY 1731319 H4RJ 251 SB397 0 050120 2D 000000 A50001769622

MOD 18 Funding 2389511.00
Cumulative Funding 28225087.00

MOD 19

410119 1300356348 45000.00
LLA :
TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

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410129 1300374590 39958.00
LLA :
VA 1731804 8B2B 251 V7200 0 050120 2D 000000 A00001879223

410130 1300374703 1400.00
LLA :
VB 1731319 H4RJ 251 SB397 0 050120 2D 000000 A00001879453

410131 1300374703 29733.00
LLA :
VC 1731319 H4NZ 251 SB415 0 050120 2D 000000 A10001879453

410132 1300374703 33909.00
LLA :
VD 1731319 H544 251 SB435 0 050120 2D 000000 A20001879453

410133 1300372976 130000.00
LLA :
VE 1731611 H232 251 SB450 0 050120 2D 000000 A00001866319

410134 1300356348 100000.00
LLA :
VF 1731810 81H5 251 V7TR0 0 050120 2D 000000 B60001769105

410135 1300356348 27880.00
LLA :
VG 1721810 82MB 251 V7TR0 0 050120 2D 000000 B30001769105

410136 1300356348 34000.00
LLA :
TF 1731810 H2WL 251 SB415 0 050120 2D 000000 A00001769105

410212 1300356348 26712.00
LLA :
VH 1731810 H2WM 251 SB415 0 050120 2D 000000 B40001769105

610113 1300356348 10000.00
LLA :
VG 1721810 82MB 251 V7TR0 0 050120 2D 000000 B30001769105

MOD 19 Funding 478592.00
Cumulative Funding 28703679.00

MOD 20

410607 1300356662 252000.00
LLA :
UZ 1731804 8B5B 251 V4R00 0 050120 2D 000000 B10001771310

MOD 20 Funding 252000.00
Cumulative Funding 28955679.00

MOD 21

410137 91000.00
LLA :
VW AT013288 YR05 251 AT 425 0 000000 0 0 0 0 0
Payments made by Wells Fargo Australian Department vice DFAS

410138 1300357456 271642.00
LLA :
VJ 1711611 H232 251 SB450 0 050120 2D 000000 A00001777341

410213 18000.00
LLA :
VV AT013288 YR05 251 AT 425 0 000000 0 0 0 0 0
Payments made by Wells Fargo Australian Department vice DFAS

410214 1300357456 28440.00

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LLA :

VU 1721611 H232 251 SB450 0 050120 2D 000000 A60001777341

410313 91000.00

LLA :

VX AT013288 YR05 251 AT 425 0 000000 0 0 0 0

Payments made by Wells Fargo Australian Department vice DFAS

410314 1300385609 244706.00

LLA :

VK 1731319 H5YT 251 SB450 0 050120 2D 000000 A00001983754

410315 1300357456 183380.00

LLA :

VL 1711611 H232 251 SB450 0 050120 2D 000000 A80001777341

410316 1300357456 28400.00

LLA :

UR 1721611 H232 251 SB450 0 050120 2D 000000 A30001777341

410410 1300357456 500000.00

LLA :

VM 1731611 H232 251 SB450 0 050120 2D 000000 A10001777341

410411 1300357456 706000.00

LLA :

VN 1731611 H232 251 SB450 0 050120 2D 000000 A20001777341

410412 1300357456 147692.00

LLA :

VP 1721611 H232 251 SB450 0 050120 2D 000000 A70001777341

410508 1300385224 54000.00

LLA :

VQ 97-11X8242 2884 000 74842 0 065916 2D PAT044 229580010LCQ

410509 1300385224 5000.00

LLA :

VR 97-11X8242 2884 000 74842 0 065916 2D PATD44 119180010LEZ

410510 1300384508 416234.00

LLA :

VS 97-11X8242 PPP4 251 V1C00 0 050120 2D 000000 A00001976470

410601 1300356349 (3000.00)

LLA :

SM 1731611 8570 251 V8000 0 050120 2D 000000 A70001769524

410608 1300385547 300000.00

LLA :

VY 1741804 8B5B 251 V4X00 0 050120 2D 000000 A00001984442

410708 1300357456 48100.00

LLA :

VT 1721611 H232 251 SB450 0 050120 2D 000000 A90001777341

610114 1300385224 1000.00

LLA :

VR 97-11X8242 2884 000 74842 0 065916 2D PATD44 119180010LEZ

610115 1300385224 6000.00

LLA :

VQ 97-11X8242 2884 000 74842 0 065916 2D PAT044 229580010LCQ

610116 1300357456 79000.00

LLA :

VP 1721611 H232 251 SB450 0 050120 2D 000000 A70001777341

610117 1300356349 3000.00

LLA :

SM 1731611 8570 251 V8000 0 050120 2D 000000 A70001769524

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MOD 21 Funding 3219594.00
Cumulative Funding 32175273.00

MOD 22

410119 130035634800033 276477.00
LLA :
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410141 130038954700003 46065.00
LLA :
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LLA :
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N0002408AF2H232

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 N0002409AF2H232

 610117 130035634900015 5000.00
 LLA :

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SM 1731611 8570 251 V8000 0 050120 2D 000000 A70001769524

610118 130038954700007 6251.00

LLA :

WL 1741804 8B5B 251 V7200 0 050120 2D 000000 A30002019852

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610120 130038954600008 25000.00

LLA :

WG 1741319 H4NZ 251 SB415 0 050120 2D 000000 A20002019851

610121 130038930000004 5000.00

LLA :

VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

610122 130038954600005 10000.00

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WF 1741319 H4RJ 251 SB397 0 050120 2D 000000 A10002019851

MOD 22 Funding 4937866.00

Cumulative Funding 37113139.00

MOD 23

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LLA :

DH 17 0 1811 H232 251 WA WRC 0 068342 2D 000000 20038 800 0000

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LLA :

UR 1721611 H232 251 SB450 0 050120 2D 000000 A30001777341

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410710 130035745600023 60000.00
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MOD 23 Funding 558971.00
Cumulative Funding 37672110.00

MOD 24

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LLA :
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410317 130038941300010 138834.00

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LLA :
WB 1741810 H2SA 251 SB401 0 050120 2D 000000 A10002018829

410318 130038954600012 112023.00
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LLA :
VZ 1741319 H5YR 251 SB425 0 050120 2D 000000 A00002018205

410322 130038941300016 103104.00
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LLA :
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410417 130038954600014 55104.00
LLA :
WE 1741319 H7FN 251 SB415 0 050120 2D 000000 A00002019851

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LLA :
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LLA :
WW 97-11X8242 PPP4 251 V1C00 0 050120 2D 000000 A00002192856

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LLA :
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LLA :
WV 1741319 84RJ 251 V73R0 0 050120 2D 000000 A10002177041

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MOD 24 Funding 2468913.00
Cumulative Funding 40141023.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) *(Applicable to CLINs 4001 and 6001, and Option CLINs (if exercised) 4002-4009, 4101-4106, 4201-4206, 4301-4306, 4401-4406, and 6101-6401.)*

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 52.216-10), is specified below. The amount(s) presently available and allotted to this task order 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 FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP
4001				15,196,284.00		06/13/2012 - 06/12/2013
4008				47,500.00		06/13/2012 - 06/12/2013
4009				110,000.00		06/13/2012 - 06/12/2013
4101				7,234,509.00		06/13/2013 - 06/12/2014
4102				3,090,168.00		06/13/2013 - 06/12/2014
4103				5,159,828.00		06/13/2013 - 06/12/2014
4104				4,726,363.00		06/13/2013 - 06/12/2014
4105				1,297,236.00		06/13/2013 - 06/12/2014

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4106		0.00	1,751,000.00		06/13/2013 - 06/12/2014
4107		0.00	1,083,416.00		06/13/2013 - 06/12/2014
6001					06/13/2012 - 06/12/2013
6101					06/13/2013 - 06/12/2014

**Note that the amount allotted to fee is equal to the Fixed Fee specified in Section B.*

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

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

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the

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contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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 [REDACTED] 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 [REDACTED] 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 **THE SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** 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

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

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

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

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

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

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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 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.

NAVSEA 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:

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-20 Limitation of Cost (APR 1984)

FAR 52.232-22 Limitation of Funds (APR 1984)

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

FAR 52.244-2 -- Subcontracts (June 2007)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER’S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED]

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

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or

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providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

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(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for

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personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.* (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this

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paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement and firm fixed price Task Order (or multiple task orders) resulting from this solicitation.

FAR 52.216-10 INCENTIVE FEE (Mar 1997) (Applicable to CLINs, if exercised, 4101-4104, 4201-4204, 4301-4304, and 4401-4404)

(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) below.

(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.

(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.

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(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by **thirty cents (\$0.30)** for every dollar that the total allowable cost is less than the target cost or decreased by **thirty cents (\$0.30)** for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than **eight percent (8.00%)** or less than **zero percent (0.00%)** 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) 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 this contract signed by the Contractor and Contracting

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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.

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

(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.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
4101-4107	No later than 12 months after the Task Order Award date.
4201-4207	No later than 24 months after the Task Order Award date.
4301-4307	No later than 36 months after the Task Order Award date.
4401-4407	No later than 48 months after the Task Order Award date.
5101	No later than 12 months after the Task Order Award date.
5201	No later than 24 months after the Task Order Award date.
5301	No later than 36 months after the Task Order Award date.
5401	No later than 48 months after the Task Order Award date.
6101	No later than 12 months after the Task Order Award date
6200	No later than 24 months after the Task Order Award date
6300	No later than 36 months after the Task Order Award date
6400	No later than 48 months after the Task Order Award date

(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

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

52.204-9 -- Personal Identity Verification of Contractor Personnel.

(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.

DFARS 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (MAY 2011)

(a) Definitions. As used in this clause—

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

“Contractor business systems” means—

- (1) Accounting system, if this contract includes the clause at [252.242-7006](#), Accounting System Administration;
- (2) Earned value management system, if this contract includes the clause at [252.234-7002](#), Earned Value Management System;
- (3) Estimating system, if this contract includes the clause at [252.215-7002](#), Cost Estimating System Requirements;
- (4) Material management and accounting system, if this contract includes the clause at [252.242-7004](#), Material Management and Accounting System;
- (5) Property management system, if this contract includes the clause at [252.245-7003](#), Contractor Property Management System Administration; and
- (6) Purchasing system, if this contract includes the clause at [252.244-7001](#), Contractor Purchasing System Administration.

“Significant deficiency,” in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with

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the terms and conditions of this contract.

(c) Significant deficiencies. (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments. (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the contracting officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system.

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limit in paragraph (d)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage to the limit in paragraph (d)(3)(i) of this clause.

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the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(e) Correction of deficiencies. (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based

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payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (d) of this clause, and not bill for any monies previously w

(iii) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination whether the Contractor corrected all significant deficiencies as directed by the Contracting Officer's final determination, or not made a determination whether there is a reasonable expectation that the corrective actions have been implemented, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers by at least 50 percent, until the Contracting Officer makes a determination whether the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, or has made a determination whether there is a reasonable expectation that the corrective actions have been implemented.

(iv) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination."

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Non Disclosure Agreement

Attachment 3 - List of Key Personnel in accordance with NAVSEA 5252.237-9106

Attachment 4 - RAN FADS

Attachment 5 - Modification 22 Financial Accounting Data Sheets