

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4143		2. DELIVERY ORDER NO. FD0107		3. EFFECTIVE DATE ORIG 08/24/2005 MOD 08/06/2008		4. PURCHASE REQUEST NO. N00167-08-MR-68019	
5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 Kathleen.Bonturi@navy.mil 301-227-1302				6. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			
7. CONTRACTOR L-3 Communications Titan Corporation 13000 Route 73, Ste 400 Marlton NJ 08053-3408		CODE 1NPU4		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			
13. TYPE OF ORDER		D      X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
L-3 Communications Titan Corporation		/s/Eileen McBlain		Eileen McBlain Contracts Specialist		08/06/2008	
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: /s/Catherine L Rowe			22. TOTAL 08/06/2008 \$454,874.00
				CONTRACTING/ORDERING OFFICER			
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE						
F	DELIVERIES OR PERFORMANCE						
G	CONTRACT ADMINISTRATION DATA						

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 2 of 2
----------------------------------	------------------------------	----------------

## GENERAL INFORMATION

The purpose of this modification is to (a) realign costs between CLINs 1002 and 3002 with no change to the total amount of the task order; (b) reduce the funding from SLIN 1002AD provided under FD0106 and transfer it to a new funding SLIN 3002AE; and (c) extend the end of the period of performance, at no additional cost to the Government, through 30 September 2008. Accordingly, said Task Order is modified as follows:

(a) The realignment of costs is required because additional support costs are anticipated to perform the effort. Accordingly, CLINs 1002 and 3002 are realigned as follows:

CLIN	From	By	To
1002	\$148,426	(\$750)	\$147,676
3002	\$ 3,200	\$750	\$ 3,950

(b) As a result of (a), under FD0106, the funding provided under SLIN 1002AD is reduced as follows:

SLIN	From	By	To
1002AD	\$60,655	(\$750)	\$59,905

The funding from SLIN 1002AD is transferred to new funding SLIN 3002AE as follows:

SLIN	From	By	To
3002AE	\$ 0	\$750	\$750

The conformed copy reflects a changes to CLINs 1002 and 3002, a change to SLIN 1002AD, and incorporates a new SLIN 3002AE under Section B. The Contract Administration Data, and Clause SEA 5252.232-910 - Allotment of Funds under Section G have also been modified to reflect this reallocation.

(c) The period of performance is being extended from 31 August 2008 through 30 September 2008 in order to continue performance. Accordingly, wherever "31 August 2008" or "three (3) years" appears as the end of the period of performance, it is hereby changed to 30 September 2008.

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$0.00 from \$454874.00 to \$454874.00.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 1 of 18
----------------------------------	------------------------------	-----------------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Qty	Unit Est. Cost	Fixed Fee	CPFF
1000				\$148,424.00
Provide financial management and analysis services to support the U.S. Department of Navy, Naval Sea Systems Command, and NAVSEA 04.				
1000AA	1.0 Lot	\$0.00	\$0.00	\$0.00
This is an unfunded holding SLIN which reflects the total amount of CLIN 1000 that remains to be funded. Incremental funding will be provided under separate SLINs. (TBD)				
1000AB	1.0 Lot	\$62,167.00	\$4,973.00	\$67,140.00
Incremental Funding (O&MN,N)				
1000AC	1.0 Lot	\$75,263.00	\$6,021.00	\$81,284.00
Incremental Funding (O&MN,N)				
1001				\$148,424.00
Option I - Continuation of the effort under CLIN 1000 - 3000.				
1001AA	1.0 Lot	\$0.00	\$0.00	\$0.00
This is an unfunded holding SLIN which reflects the total amount of CLIN 1001 that remains to be funded. Incremental funding will be provided under separate SLINs. (TBD) Option				
1001AB	1.0 Lot	\$137,430.00	\$10,994.00	\$148,424.00
Incremental Funding (O&MN,N)				
1002				\$147,676.00
Option II - Continuation of effort under CLIN 1001 - 3001.				
1002AA	1.0 Lot	\$0.00	\$0.00	\$0.00
This is an unfunded holding SLIN which reflects the total amount of CLIN 1002 that remains to be funded. Incremental funding will be provided under separate SLINs. (TBD)				
1002AB	1.0 Lot	\$53,343.00	\$4,267.00	\$57,610.00
Incremental Funding (O&MN,N)				
1002AC	1.0 Lot	\$27,927.00	\$2,234.00	\$30,161.00
Incremental Funding (O&MN,N)				
1002AD	1.0 Lot	\$55,473.00	\$4,432.00	\$59,905.00
Incremental funding (O&MN,N)				

For ODC Items:

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 2 of 18
----------------------------------	------------------------------	-----------------

Item Qty Unit Est. Cost  
-----

3000 \$3,200.00

Base - Other Direct Costs (ODCs)

3000AA 1.0 Lot \$0.00

This is an unfunded holding SLIN which reflects the total amount of CLIN 3000 that remains to be funded. Incremental funding will be provided under separate SLINs. (TBD)

3000AB 1.0 Lot \$1,600.00

Incremental Funding (O&MN,N)

3000AC 1.0 Lot \$1,600.00

Incremental Funding (O&MN,N)

3001 \$3,200.00

Option I - Other Direct Costs (ODCs)

3001AA 1.0 Lot \$0.00

This is an unfunded holding SLIN which reflects the total amount of CLIN 3001 that remains to be funded. Incremental funding will be provided under separate SLINs. (TBD)  
Option

3001AB 1.0 Lot \$3,200.00

Incremental Funding (O&MN,N)

3002 \$3,950.00

Option II - Other Direct Costs (ODCs)

3002AA 1.0 Lot \$0.00

This is an unfunded holding SLIN that reflects the total amount of CLIN 3002 that remains to be funded. Incremental funding will be provided under separate SLINs. (O&MN,N)

3002AB 1.0 Lot \$1,242.00

Incremental Funding (O&MN,N)

3002AC 1.0 Lot \$1,158.00

Incremental Funding (O&MN,N)

3002AD 1.0 Lot \$800.00

Incremental funding (O&MN,N)

3002AE 1.0 Lot \$750.00

incremental funding (reallocated from SLIN 1002AD) (O&MN,N)

It is noted that the fee percentage applied under CLIN 1000 is 7.99%

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 3 of 18
----------------------------------	------------------------------	-----------------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK FOR FINANCIAL MANAGEMENT AND ANALYSIS SUPPORT

#### 1. SCOPE

The contractor shall provide financial management and analysis support services to the U.S. Department of the Navy, Naval Sea Systems Command, NAVSEA 04.

#### 2. BACKGROUND

Naval Sea Systems Command (NAVSEA), Code 04 requires support for their Radiation Detection, Indication and Computation (RADIAC) Program (Code SEA 04LR) and Maintenance, Modernization, Environment and Safety (Code SEA 04R) Program. Financial and budget analysis services are needed to support NAVSEA 04 in these programs.

#### 3. APPLICABLE DOCUMENTS

None

#### 4. REQUIREMENTS/TASKS

4.1 Requirements. The contractor shall provide financial management services to the U.S. Department of the Navy, Naval Sea Systems Command, Code SEA 04, NAVSEA Headquarters, Washington Navy Yard, Washington, D.C. SEA 04 requires support to improve the budget execution process within SEA 04. Contractor will provide financial management and budget execution support of SEA 04 programs using the Financial Management Information System (FMIS) 2000, or such system as may be designated by SEA 04 to implement budget execution (referred to hereafter as current system). Contractor will use systems designated by the NAVSEA Comptroller to track and report on program budgets, such as the Standard Accounting and Reporting System (STARS), Automated Document System (AutoDoc), and Computer Optimized Reconciliation Application (COBRA).

4.2 Tasks. Tasks to be performed include, but are not limited to the following:

1. Provide input and support as required for cyclical budget exhibits:

1.1 O&MN: OP-05, OP-32

1.2 OPN: P-1, P-5, P-40

1.3 RD TEN: R-1, R-2, R-3

2. Prepare Task Planning Sheets in FMIS 2000 or current system.

3. Populate FMIS 2000 TMM worksheets for O&MN, OPN, SCN and RD TEN appropriations in accordance with guidance provided by Business & Financial Manager.

4. Populate FMIS 2000/current system Administrative tables and create accounts as required to enable program execution.

5. Prepare funding documents for SEA 04 programs in FMIS 2000/current system including preparation of SCN SPDs.

6. Maintain programs' planning data in FMIS 2000/current financial management system. Reconcile execution data with STARS.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 4 of 18
----------------------------------	------------------------------	-----------------

7. Maintain and update budget execution plans.

8. Coordinate with field activities to ensure STARS and AutoDoc funding status and document acceptances remain current for all appropriations.

9. Maintain all financial data and documentation for analytical and historical purposes.

10. Coordinate with financial and other representatives of applicable field activities and other government and contractor personnel to ensure timely obligation of programs' funds.

11. Reconcile FMIS 2000/current system data with STARS and SEA 04LR/SEA 04R ad hoc reporting and tracking systems.

12. Coordinate with SEA 04 Program Managers and field activity personnel to develop and document budgets, midyear reviews, end of year reviews, and assessment of current programs' status.

13. Prepare various financial analyses, ad-hoc reports and worksheets. This may require export of data from current SEA 04LR and SEA 04R financial management system(s).

#### 5. DELIVERABLES

The contractor shall provide the NAVSEA office with the following items:

1. Comprehensive reports, as required, of budget planning and budget execution tracking, using MS Excel workbooks and/or MS Power Point, as directed.

2. Monthly Status Report to be submitted not later than the 15th day of the month following the month of effort. Report to include, but not limited to:

a. Major accomplishments of the reporting period.

b. Goals for the next reporting period.

c. Problem areas.

#### 6. CONTROL PROCEDURES

NAVSEA 04's designated representative for all matters pertaining to this task order will identify tasks to be completed by contractor personnel. Task product and schedule will be defined at time of work. Work will be reviewed as it is accomplished. Evaluation, verbal or written, will be provided upon delivery to contractor personnel. NAVSEA 04 or the designated representative will provide interim comments to contractor personnel as work progresses.

#### 7. GOVERNMENT FURNISHED EQUIPMENT, SERVICES AND SUPPORT

Government furnished working space will be provided. The Government shall furnish a computer capable of performing office automation tasks required for the position, to include a classified and unclassified connection to the Internet. The designated space will also have a telephone capable of DSN and local/long distance calling for official business use. Database information required to prepare deliverables and naval messages, as appropriate, will be provided to the contractor.

#### 8. CONTRACTOR FURNISHED SUPPORT

The contractor is required to have reliable e-mail capability to include sending and receiving attached files.

The contractor will provide, out of contracted amount, reproduction and distribution of draft and final reports and briefing materials.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 5 of 18
----------------------------------	------------------------------	-----------------

## 9. CONTRACT LABOR HOURS

Tasking is not to exceed 1,976 hours per year for a total of 5,928 hours. The labor hours per year are as follows:

II Labor Category (YR 3)	Base Hours (YR 1)	Option I Hours (YR 2)	Option Hours
Sr. Financial Analyst	1880	1880	1880
Program Manager	96	96	96

## 10. TRAVEL

Contractor may be required to travel to attend meetings and to familiarize with NAVSEA 04 field operations. All contractor travel will be conducted in accordance with the rates and policies in the Joint Travel Regulation.

## 11. SECURITY AND CLEARANCES

This effort requires access to Department of Defense facilities. A minimum Secret security clearance is required for personnel working under this task order. The contractor will provide personnel who are cleared commensurate with the DD Form 254, Department of Defense Contract Security Classification Specification.

## 12. PERIOD OF PERFORMANCE

The Base period of performance shall be from the effective date of task order through one (1) year thereafter, with a one (1) year extension if Option I is exercised, and an additional one (1) year and eight (8) day extension if Option II is exercised. The total period of performance, including the exercise of both options, shall be from the effective date of task order award through 30 September 2008.

## 13. FUNDING

This task order will be incrementally funded.

## 14. POINTS OF CONTACT

NAVSEA 04:

Donald Mitarotonda, Task Order Manager (TOM)

1333 Isaac Hull Avenue

Washington Navy Yard, D.C. 20376

Telephone: 202-781-0516

E-mail: donald.mitarotonda@navy.mil

## 15. PLACE OF PERFORMANCE

The government site is 1333 Isaac Hull Avenue SE, Washington Navy Yard, Washington, D.C.

## 16. NON-DISCLOSURE AGREEMENTS

The contractor subject matter experts and all other contractor personnel involved in this statement of work may be

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 6 of 18
----------------------------------	------------------------------	-----------------

required to sign non-disclosure agreements to protect proprietary information and to preclude conflicts of interest.

#### 17. PERSONAL SERVICE

The client representative has been briefed on the avoidance of personal services and those actions that represent personal services. The client agency has determined that use of SEAPORT-E contract to satisfy the requirements of this task order is in the best interests of the Government, economic and other factors considered. This task order is not being used to procure services prohibited by Subpart 37.1 of the Federal Acquisition Regulation (FAR).

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 7 of 18
----------------------------------	------------------------------	-----------------

## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 8 of 18
----------------------------------	------------------------------	-----------------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed at destination by the Government.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 9 of 18
----------------------------------	------------------------------	-----------------

## SECTION F DELIVERABLES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires the delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	PERIOD OF PERFORMANCE
Base		
1000 - 3000	ALL	24 August 2005 through 23 August 2006
Option I		
1001 - 3001	ALL	24 August 2006 through 23 August 2007
Option II		
1002 - 3002	ALL	24 August 2007 through 30 September 2008

If both options are exercised, the total period of performance shall be from the effective date of task order award through 30 September 2008.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 10 of 18
----------------------------------	------------------------------	------------------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Donald Mitarotonda  
1333 Issac Hull Avenue  
Washington Navy Yard  
Washington, DC 20376-1310  
202-781-0516  
donald.mitarotonda@navy.mil

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
1000AB	\$ 62,167.00	\$ 4,973.00	23 August 2006
1000AC	\$ 75,263.00	\$ 6,021.00	23 August 2006
1001AB	\$137,430.00	\$10,994.00	23 August 2007
1002AB	\$ 53,343.00	\$ 4,267.00	30 September 2008
1002AC	\$ 27,927.00	\$ 2,234.00	30 September 2008
1002AD	\$ 55,473.00	\$ 4,432.00	30 September 2008
3000AB	\$ 1,600.00	NA	23 August 2006
3000AC	\$ 1,600.00	NA	23 August 2006
3001AB	\$ 1,600.00	NA	23 August 2007
3002AB	\$ 1,242.00	NA	30 September 2008
3002AC	\$ 1,158.00	NA	30 September 2008
3002AD	\$ 800.00	NA	30 September 2008
3002AE	\$ 750.00	NA	30 September 2008

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 1000AB through 1002AD and 3000AB through 3002AE 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. Funding provided under CLINs/SLINs 1002AC and 3002AC is anticipated to cover performance through 30 September 2008.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 11 of 18
----------------------------------	------------------------------	------------------

(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 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(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 through 30 September 2008 shall be 5,928 total man-hours of direct labor, including any subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 12 of 18
----------------------------------	------------------------------	------------------

indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

\*NOTE: A complete breakdown of labor and manning levels based upon the contractor's approved manyear will be incorporated at time of award.

#### SEA 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 specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

#### CAR-G11 INVOICE INSTRUCTIONS (OCT 2006) (NSWCCD)

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 13 of 18
----------------------------------	------------------------------	------------------

marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Electronic
Issuing Office DODAAC	N00167
Admin DODAAC	N00167
Inspector DODAAC (if applicable)	NA
Acceptor DODAAC	N00024
LPO DODAAC (if applicable)	NA
Pay DODAAC:	NA
DCAA Auditor DODAAC (if applicable)	HAA05B

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

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

Send Additional Email Notification To:

donald.mitarotonda@navy.mil

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-1172.

(End of Clause)

```
Accounting Data
SLINID  PR Number  Amount
-----
1000AB  52279748     67140.00
LLA :
AA 1751804 8B2B 253 SAS04 0 068342 2D 000000 12B600000600 N0002405WX02161/AA
1000AC  52279745     81284.00
```

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 14 of 18
----------------------------------	------------------------------	------------------

LLA :  
AB 1751804 8U6N 253 SAS04 0 068342 2D 000000 46NX20000X20 N0002405WX00134/AA

3000AB 52279748 1600.00

LLA :  
AA 1751804 8B2B 253 SAS04 0 068342 2D 000000 12B600000600 N0002405WX02161/AA

3000AC 52279745 1600.00

LLA :  
AB 1751804 8U6N 253 SAS04 0 068342 2D 000000 46NX20000X20 N0002405WX00134/AA

MOD 2

1001AB 62124386 148424.00

LLA :  
AC 1761804 8B2B 253 SAS04 0 068342 2D 000000 12BEE0000EE0 N0002406WX03368/AA

3001AB 62124386 3200.00

LLA :  
AC 1761804 8B2B 253 SAS04 0 068342 2D 000000 12BEE0000EE0 N0002406WX03368/AA

MOD 3

1002AB 71978555 57610.00

LLA :  
AD 1771804 8U6N 251 SAS04 0 068342 2D 000000 46NEX0000XE0  
Standard Number: N0002407WX00181/AA

3002AB 71978555 1242.00

LLA :  
AD 1771804 8U6N 251 SAS04 0 068342 2D 000000 46NEX0000XE0  
Standard Number: N0002407WX00181/AA

MOD 4

1002AC 80853370 30161.00

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

3002AC 80853370 1158.00

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

MOD 6

1002AD 81764936 60655.00

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

3002AD 81764936 800.00

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

MOD 7

1002AD 81764936 (750.00)

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

3002AE 81764936 750.00

LLA :  
AE 1781804 8U6N 251 SAS04 0 068342 2D 000000 46NX20000X20  
Standard Number: N0002408WX00141/AC

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 15 of 18
----------------------------------	------------------------------	------------------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The Government, on an annual basis, will evaluate the contractor's overall performance on this task order during the previous twelve months to determine if the fee amount should be reduced due to "Unsatisfactory" performance. The first evaluation will cover the period ending twelve months after the effective date of the task order with successive evaluations being performed for each twelve-month period thereafter, if the options are exercised, until the contractor completes performance under the task order. Based on the evaluation results, the Procuring Contracting Officer (PCO) will assign an overall performance rating in accordance with paragraph (b) of this provision. If the PCO assigns an "Unsatisfactory" performance rating the PCO will take unilateral action to provide for a fee reduction in the task order covering the performance period evaluated. This incentive plan provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's overall performance on this task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

Overall Performance Rating Standard

Excellent "Excellent" ratings for all performance evaluation criteria.

Very Good A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.

Satisfactory A minimum of "Satisfactory" ratings for all performance evaluation criteria.

Unsatisfactory A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) Performance Evaluation Criteria. The contractor's overall performance will be evaluated using the criteria and standards provided for each objective in the Statement of Work, and identified in the attachment entitled "Contractor

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 16 of 18
----------------------------------	------------------------------	------------------

Task Performance Evaluation Criteria and Standards Table" and clause CAR-H07.

(e) Organization. The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Incentive Determining Official, and the Task Order Manager (ToM). They will obtain input from the other Government customers associated with that order.

(1) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file and as PCO is responsible for making incentive determinations.

(2) ToM: The ToM maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The ToM coordinates and compiles the evaluation reports from the the other Government customers associated with that order.

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in length. Following each evaluation period, the PCO (or Contract Negotiator if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation. The contractor may submit a self-evaluation for consideration during the evaluation process. To be considered, the report must be submitted to the PCO no later than the end of the eleventh month of the evaluation period. The report must include an overall performance rating for the task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The PCO will make an incentive determination for the task order at the end of each evaluation period. The determination will be based upon the Task Order Manager's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the PCO. The PCO's decision is unilateral and final. The determination will be documented and a copy provided to the contractor.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 17 of 18
----------------------------------	------------------------------	------------------

## **SECTION I CONTRACT CLAUSES**

Section I clauses shall be in accordance with Section I of the base IDIQ contract.

### 52.217-9 Option to Extend the Term of the Task Order (Mar 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor before the end of the period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 30 September 2008.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. FD0107	PAGE 18 of 18
----------------------------------	------------------------------	------------------

## SECTION J LIST OF ATTACHMENTS

Performance Based Evaluation Table  
Security Form DD 254