

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 11-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. N00024-10-MR-55309	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 evelyn.lamendola@navy.mil 512-535-4464	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AOC APPLIED TECHNOLOGIES CORPORATION 14500 Avion Parkway , Suite 310 Chantilly VA 20151-3227	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-4954-EH01
CAGE CODE 36BE0	FACILITY CODE 184674229
10B. DATED (SEE ITEM 13) 28-Mar-2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 11-Feb-2010	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 11-Feb-2010

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GENERAL INFORMATION

The purpose of Modification 12 to Task Order EH01 under contract N00178 -07-D-4954 is to 1) deobligate funds from SLIN 6003AC in the amount of [REDACTED] 2) establish SLINs 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH, 6001AC, and 6003AD, 3) transfer ceiling from SLINs 4001AA, 4002AA, 4003AA, and 4004AA to fully fund SLINs 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH in the amount of [REDACTED] 4) transfer ceiling from SLINs 6003AC and 4004AA to fully fund SLINs 6001AC and 6003AD in the amount of [REDACTED] Accordingly, said Task Order is modified as follows:

1. Under Section B, Supplies and Services, make the following changes:

a. Deobligate funds from SLIN 6003AC in the amount of [REDACTED] as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Unit
6003AC	From	[REDACTED]	[REDACTED]	[REDACTED]	LOT
	By	[REDACTED]	[REDACTED]	[REDACTED]	LOT
	To	[REDACTED]	[REDACTED]	[REDACTED]	LOT

b. Establish SLIN 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH, 6001AC, and 6003AD as follows:

Item	Description
4001AQ	Task Area 1: Facilities Support Services. (CAAS) (O&MN)
4001AR	Task Area 1: Facilities Support Services. (Non-CAAS) (O&MN)
4002AJ	Task Area 2: Database Helpdesk Support. (CAAS) (O&MN)
4002AK	Task Area 2: Database Helpdesk Support. (Non-CAAS) (O&MN)
4003AG	Task Area 3: HVAC System Support. (CAAS) (O&MN)
4003AH	Task Area 3: HVAC System Support. (Non-CAAS) (O&MN)
4004AG	Task Area 4: Travel Support. (CAAS) (O&MN)
4004AH	Task Area 4: Travel Support. (Non-CAAS) (O&MN)
6001AC	Other Direct Costs in Support of SLINs 4001AQ and 4001AR (Non -CAAS) (O&MN)
6003AD	Other Direct Costs in Support of SLINs 4003AG and 4003AH (Non -CAAS) (O&MN)

c. Transfer ceiling from SLINs 4001AA, 4002AA, 4003AA, and 4004AA to fund 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH in the amount of [REDACTED] as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Unit*
4001AA	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By				
	To				
4002AA	From				
	By				
	To				
4003AA	From				
	By				
	To				

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4004AA	From	
	By	
	To	
4001AQ	From	
	By	
	To	
4001AR	From	
	By	
	To	
4002AJ	From	
	By	
	To	
4002AK	From	
	By	
	To	
4003AG	From	
	By	
	To	
4003AH	From	
	By	
	To	
4004AG	From	
	By	
	To	
4004AH	From	
	By	
	To	

*Note: The conformed copy of Section B, that is for informational purposes only, shows the unit measure going out only one decimal point and being rounded to the nearest tenth.

d. Transfer ceiling from SLINs 6003AC and 4004AA to fully fund SLINs 6001AC and 6003AD in the amount of [REDACTED] as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Unit
6003AC	From	[REDACTED]	[REDACTED]	[REDACTED]	LOT
	By	[REDACTED]	[REDACTED]	[REDACTED]	LOT

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	To	
4004AA	From	
	By	
	To	
6001AC	From	
	By	
	To	
6003AD	From	
	By	
	To	

2. Under Section F, Deliveries or Performance, make the following changes:

a. Establish the period of performance for SLIN 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH, 6001AC, and 6003AD, as follows:

<u>Item</u>	<u>Period of Performance</u>
4001AQ	1 JAN 2010 - 27 MAR 2010
4001AR	1 JAN 2010 - 27 MAR 2010
4002AJ	1 JAN 2010 - 27 MAR 2010
4002AK	1 JAN 2010 - 27 MAR 2010
4003AG	1 JAN 2010 - 27 MAR 2010
4003AH	1 JAN 2010 - 27 MAR 2010
4004AG	1 JAN 2010 - 30 APR 2010
4004AH	1 JAN 2010 - 30 APR 2010
6001AC	1 JAN 2010 - 27 MAR 2010
6003AD	1 JAN 2010 - 27 MAR 2010

3. Under Section H, Special Contract Requirements, make the following changes:

a. Under NAVSEA clause 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993), under subparagraph “c” add SLINs 4001AQ, 4001AR, 4002AJ, 4002AK, 4003AG, 4003AH, 4004AG, 4004AH, 6001AC, and 6003AD as fully funded.

4. Under Section J, List of Attachments, add Attachment 14, Financial Accounting Data Sheets (FADs) for EH0112 in the amount of [REDACTED] (O&MN), to this modification.

5. The total value of the task order remains at [REDACTED]. The total amount of funds obligated to the task order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

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6. Except as provided herein, all other terms and conditions of this task order remain unchanged.

7. For informational purposes only, a conformed copy of Sections B - J of this contract is attached to this modification, including the changes made herein. Attachments from the basic contract through the current modification are not included in this conformed contract modification unless specifically applicable to this modification. Financial Accounting Data sheets containing Accounting and Appropriation Data relating to this modification are also attached to this modification.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF

1001	Professional Support Services in Support of SEA 102.			
1001AA	Task Area 1: Facilities Support Services (O&MN,N)			
1001AB	Task Area 1: Facilities Support Services (O&MN,N)			
1001AC	Task Area 1: Facilities Support Services. (CAAS) (O&MN,N)			
1001AD	Task Area 1: Facilities Support Services. (Non-CAAS) (O&MN,N)			
1001AE	Task Area 1: Facilities Support Services. (CAAS) (O&MN,N)			
1001AF	Task Area 1: Facilities Support Services. (Non-CAAS) (O&MN,N)			
1001AG	Task Area 1: Facilities Support Services. (CAAS) (O&MN,N)			
1001AH	Task Area 1: Facilities Support Services. (Non-CAAS) (O&MN,N)			
1002	Professional Support Services in Support of SEA 102.			
1002AA	Task Area 2: Database Helpdesk			

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Support (O&MN,N)

1002AB Task Area 2:
Database Helpdesk
Support (O&MN,N)

1002AC Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

1002AD Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

1002AE Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

1002AF Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

1002AG Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

1002AH Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

1003 Professional
Support Services
in Support of SEA
102.

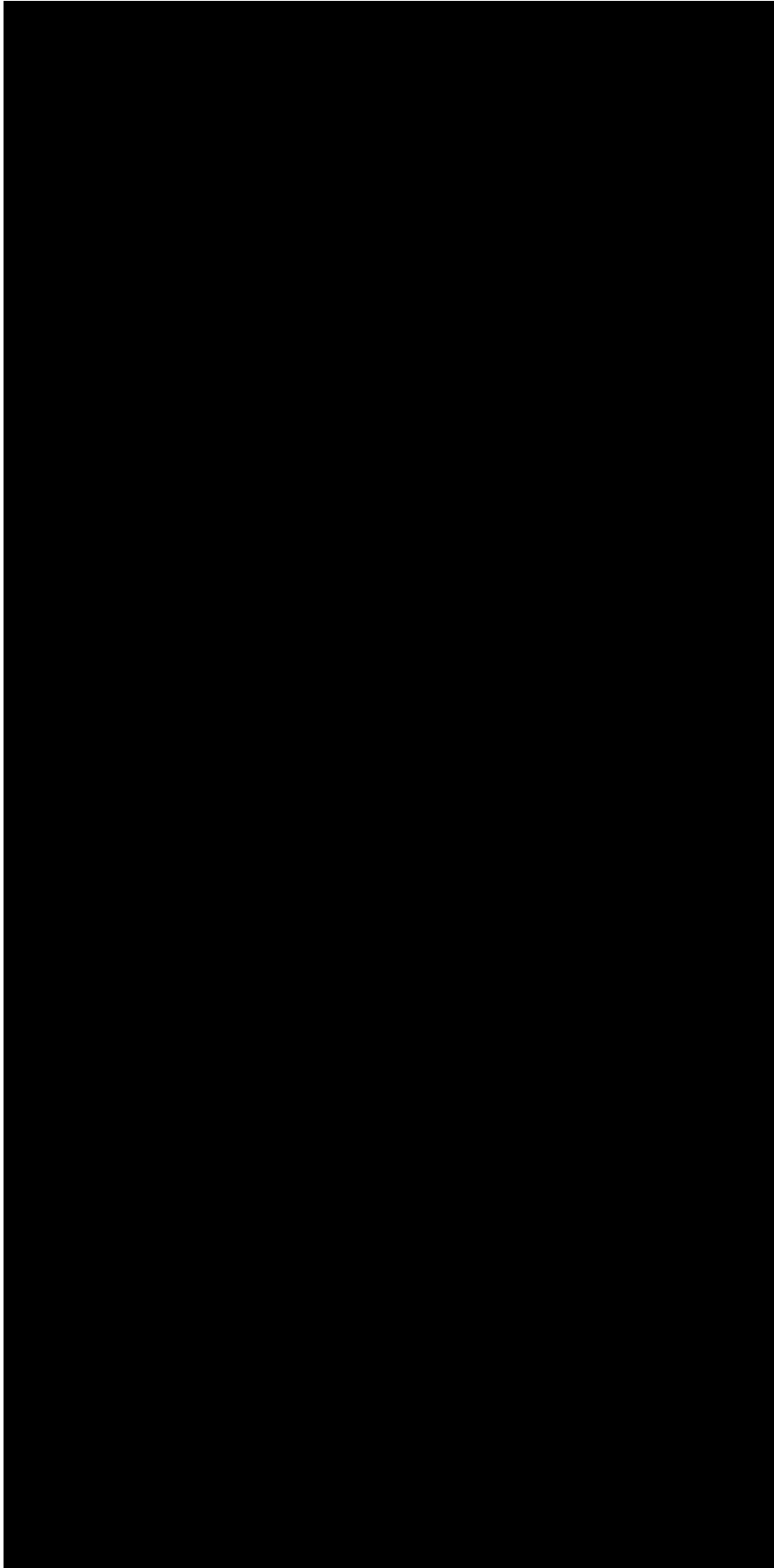
1003AA Task Area 3: HVAC
System Support
(O&MN,N)

1003AB Task Area 3: HVAC
System Support
(O&MN,N)

1003AC Task Area 3: HVAC
System Support.
(CAAS) (O&MN,N)

1003AD Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

1003AE Task Area 3: HVAC
System Support.
(CAAS) (O&MN,N)



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1003AF Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

1004 Professional
Support Services
in Support of SEA
102.

1004AA Task Area 4:
Travel Support
(O&MN,N)

1004AB Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

1004AC Task Area 4:
Travel Support.
(CAAS) (O&MN,N)

1004AD Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

1004AE Task Area 4:
Travel Support.
(CAAS) (O&MN,N)

1004AF Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty
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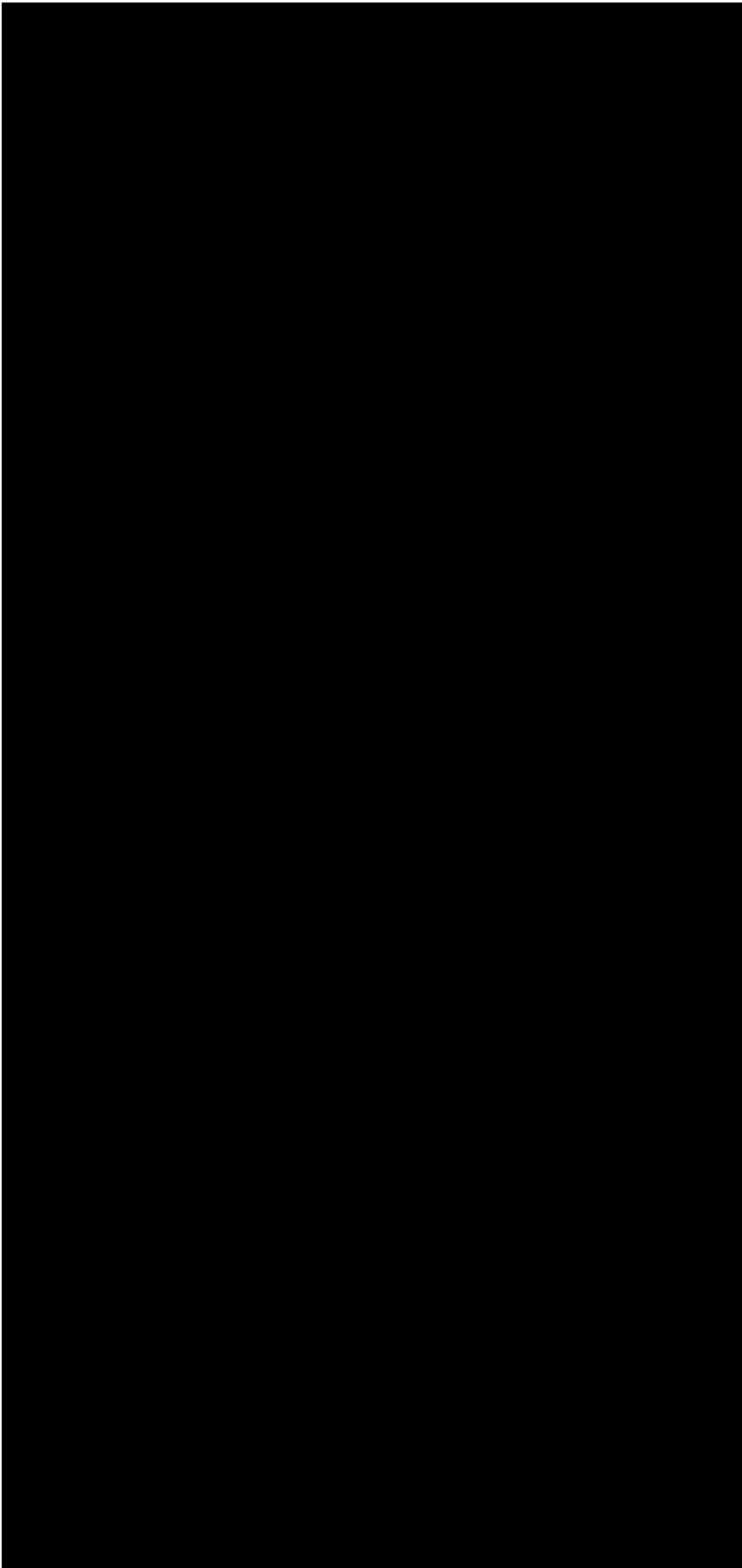
3001

3001AA Other Direct Cost
in Support of
SLINs 1001AA and
1001AB. (O&MN,N)

3001AB Other Direct Cost
in Support of
SLINs 1001AA and
1001AB.
(Non-CAAS)
(O&MN,N)

3001AC Other Direct Cost
in support of
SLINs 1001AA and
1001AB. (O&MN,N)

3001AD Other Direct
Costs in Support
of Items 1001AG



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and 1001AH.
(Non-CAAS)
(O&MN,N)

3002

3002AA Other Direct Cost
in Support of
SLINs 1002AA and
1002AB. (O&MN,N)

3002AB Other Direct
Costs in Support
of Items 1002AG
and 1002AH.
(Non-CAAS)
(O&MN,N)

3003

3003AA Other Direct Cost
in support of
SLINs 1003AA and
1003AB. (O&MN,N)

3003AB Other Direct
Costs in Support
of Items 1003AE
and 1003AF.
(O&MN,N)

3004

3004AA Other Direct Cost
in Support of
SLIN 1004AA (TBD)
Option

3004AB Other Direct
Costs in Support
of Items 1004AC
and 1004AD.
(Non-CAAS)
(O&MN,N)

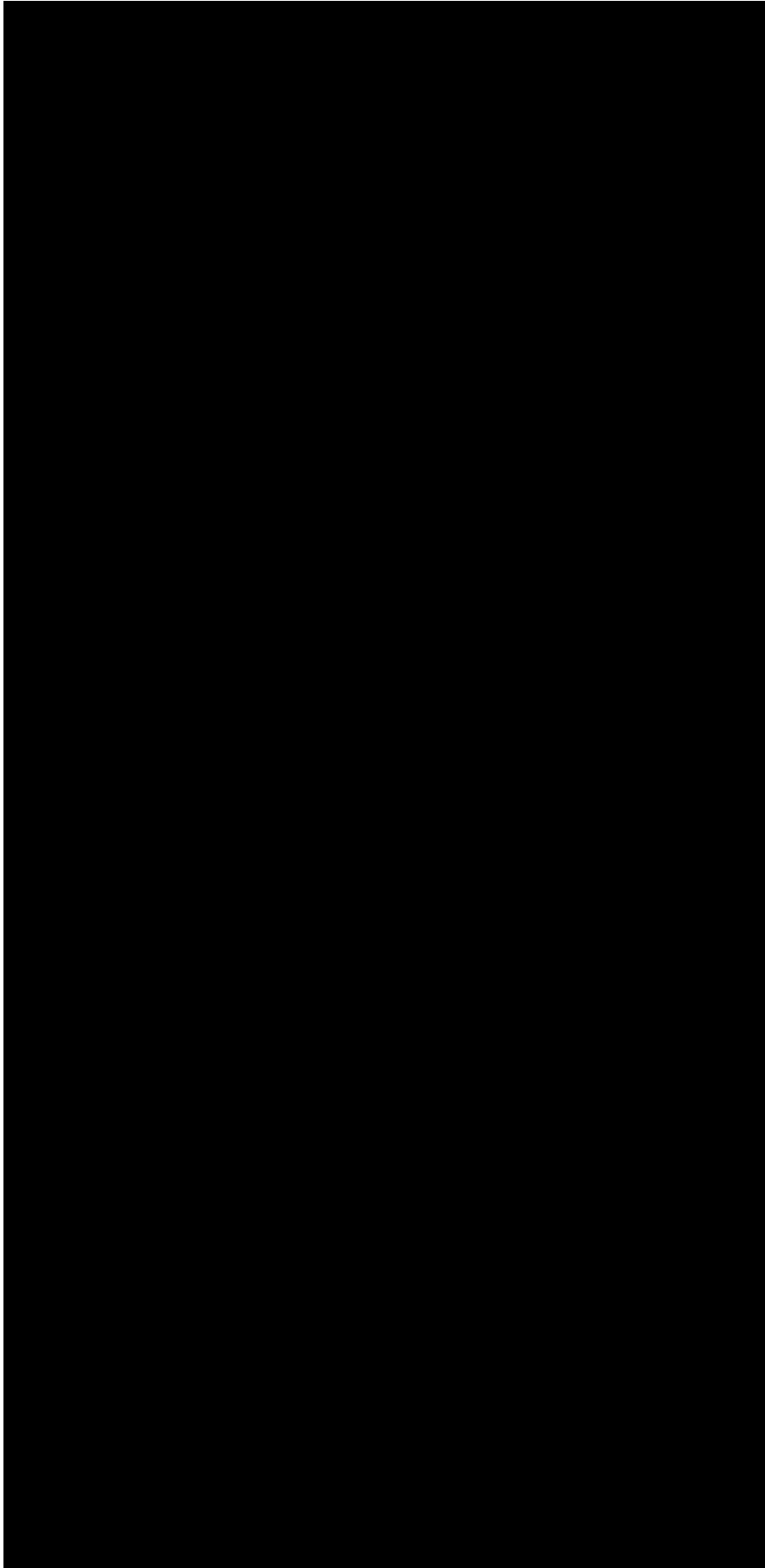
For Cost Type Items:

Item Supplies/Services Q

4001 Option Year -
Professional
Support Services
in Support of SEA
102.

4001AA Option Year 1 -
Task Area 1:
Facilities
Support Services
(O&MN,N)

4001AB Option Year 1 -
Task Area 1:



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Facilities
Support Services
(Non-CAAS)
(O&MN,N)

4001AC Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)

4001AD Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4001AE Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)

4001AF Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4001AG Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)

4001AH Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

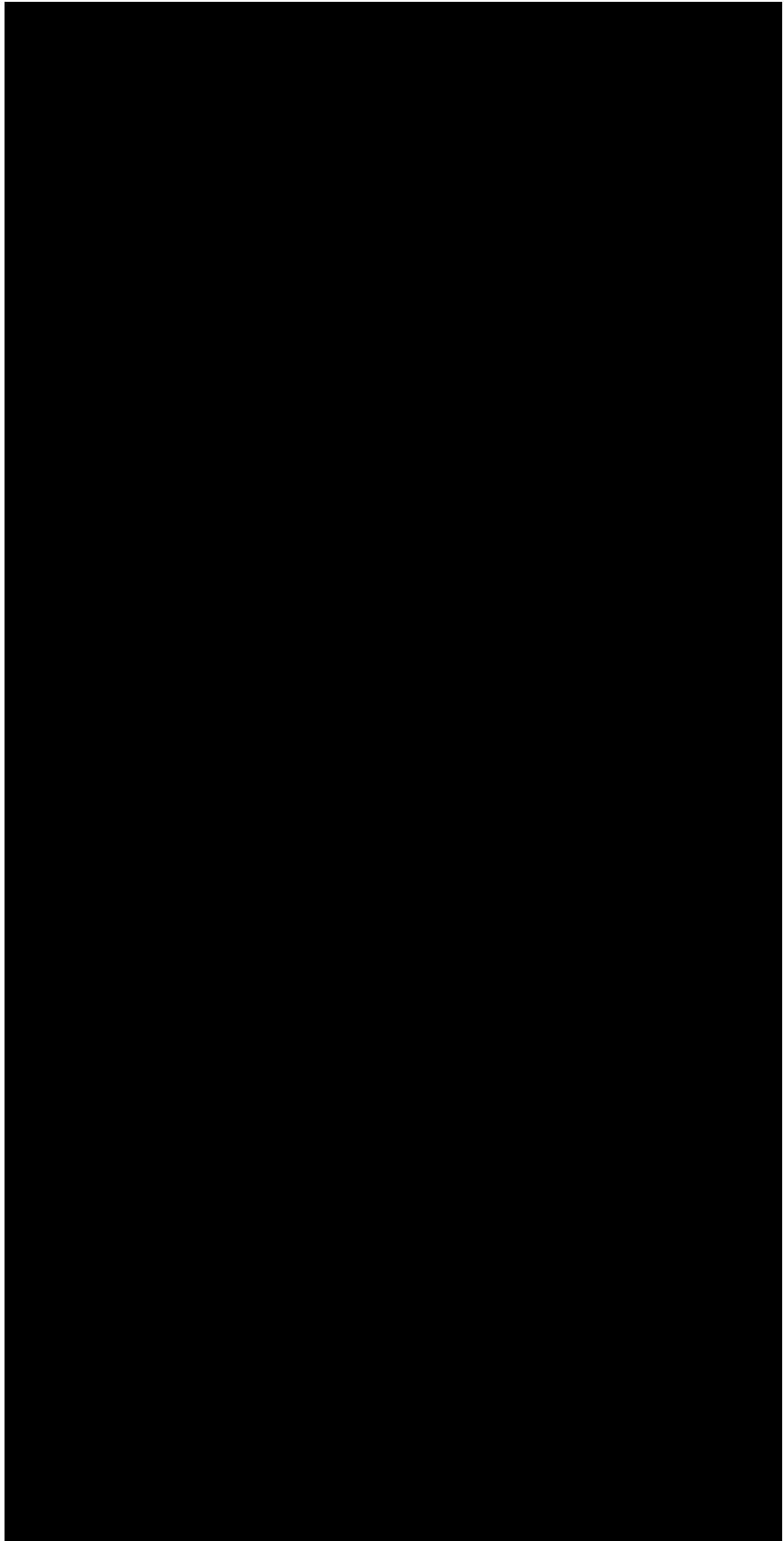
4001AJ Task Area 1:
Facilities
Support
Services.(CAAS)
(O&MN,N)

4001AK Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4001AL Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)

4001AM Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4001AN Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)



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4001AP Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4001AQ Task Area 1:
Facilities
Support Services.
(CAAS) (O&MN,N)

4001AR Task Area 1:
Facilities
Support Services.
(Non-CAAS)
(O&MN,N)

4002 Option Year -
Professional
Support Services
in Support of SEA
102.

4002AA Option Year 1 -
Task Area 2:
Database Helpdesk
Support (O&MN,N)

4002AB Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

4002AC Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

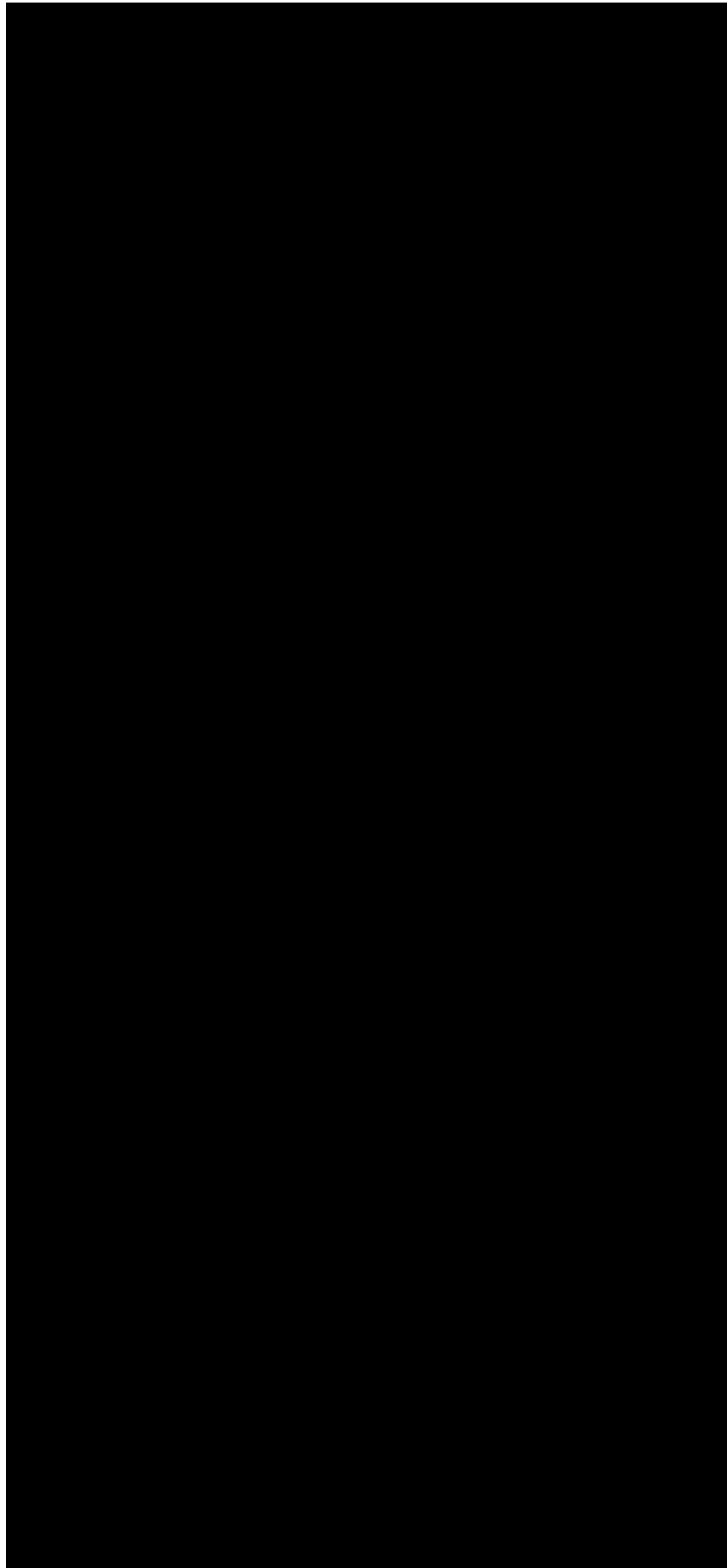
4002AD Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

4002AE Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

4002AF Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

4002AG Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

4002AH Task Area 2:
Database Helpdesk
Support.



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(Non-CAAS)
(O&MN,N)

4002AJ Task Area 2:
Database Helpdesk
Support. (CAAS)
(O&MN,N)

4002AK Task Area 2:
Database Helpdesk
Support.
(Non-CAAS)
(O&MN,N)

4003 Option Year -
Professional
Support Services
in Support of SEA
102.

4003AA Option Year 1 -
Task Area 3:
HVAC Systems
Support (O&MN,N)

4003AB Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

4003AC Task Area 3: HVAC
System Support.
(CAAS) (O&MN,N)

4003AD Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

4003AE Task Area 3: HVAC
System Support.
(CAAS) (O&MN,N)

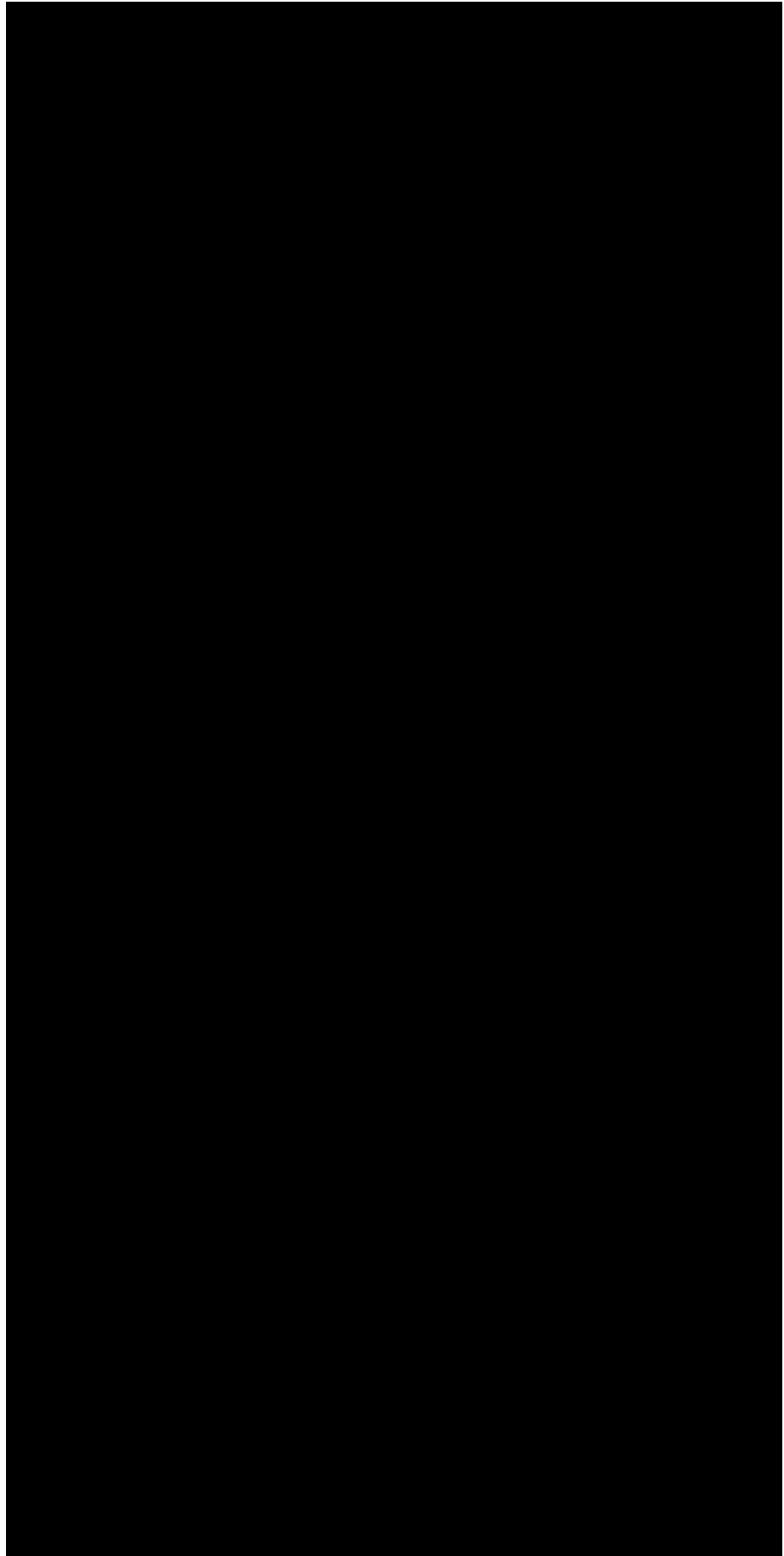
4003AF Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

4003AG Task Area 3: HVAC
System Support.
(CAAS) (O&MN,N)

4003AH Task Area 3: HVAC
System Support.
(Non-CAAS)
(O&MN,N)

4004 Option Year -
Professional
Support Services
in Support of SEA
102.

4004AA Option Year 1 -
Task Area 4:



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Travel Support
(O&MN,N)

4004AB Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

4004AC Task Area 4:
Travel Support.
(CAAS) (O&MN,N)

4004AD Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

4004AE Task Area 4:
Travel Support.
(CAAS) (O&MN,N)

4004AF Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

4004AG Task Area 4:
Travel Support.
(CAAS) (O&MN,N)

4004AH Task Area 4:
Travel Support.
(Non-CAAS)
(O&MN,N)

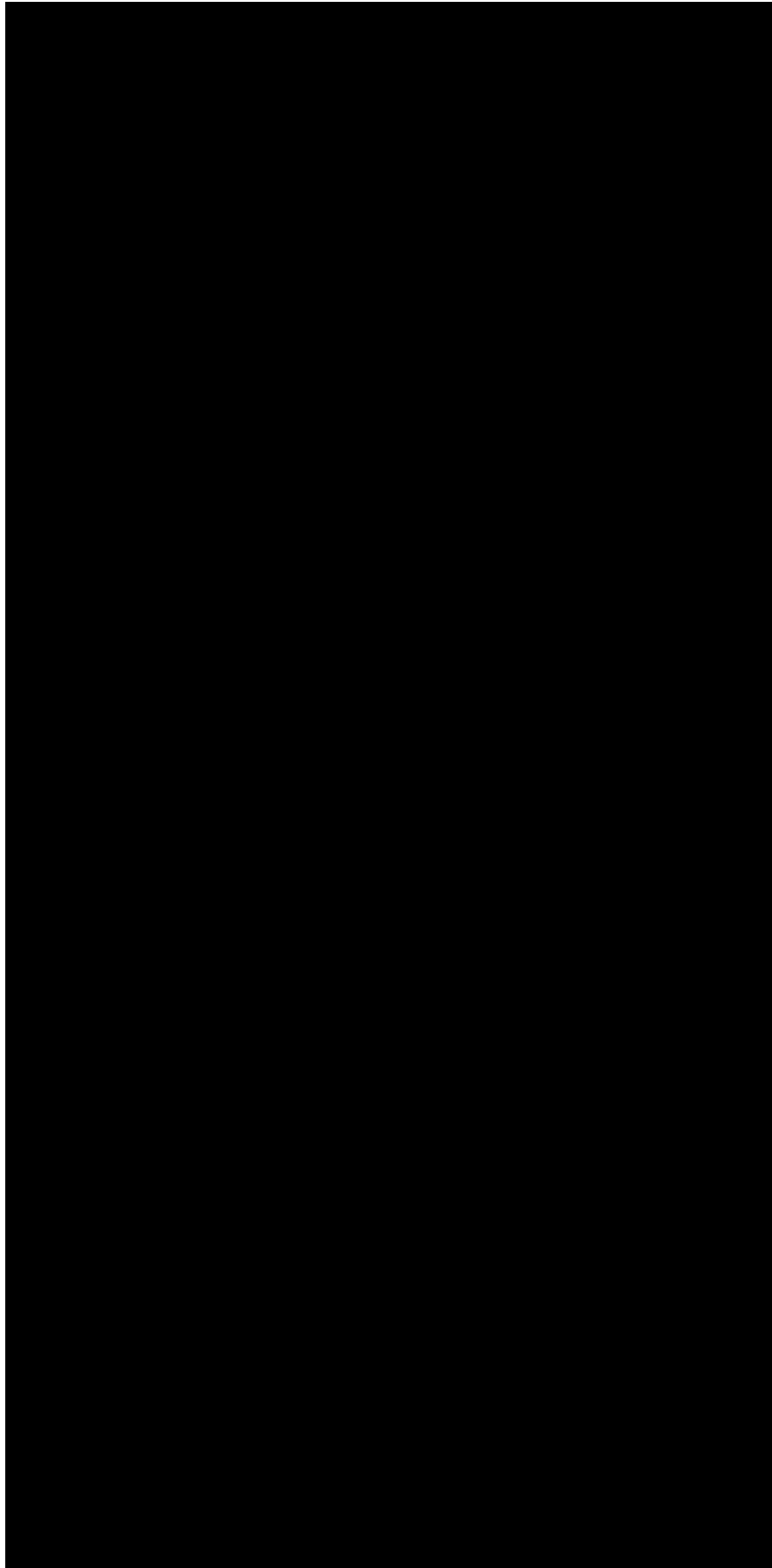
4101 Award Term 1 -
Professional
Support Services
in Support of SEA
102.

4101AA Award Term 1 -
Task Area 1:
Facilities
Support Services
(TBD)
Option

4102 Award Term 1 -
Professional
Support Services
in Support of SEA
102.

4102AA Award Term 1 -
Task Area 2:
Database and
Helpdesk Support.
(TBD)
Option

4103 Award Term 1 -
Professional
Support Services
in Support of SEA



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102.

4103AA Award Term 1 -
Task Area 3:
HVAC System
Support (TBD)
Option

4104 Award Term 1 -
Professional
Support Services
in Support of SEA
102.

4104AA Award Term 1 -
Task Area 4:
Travel Support
(TBD)
Option

4201 Award Term 2 -
Professional
Support Services
in Support of SEA
102.

4201AA Award Term 2 -
Task Area 1:
Facilities
Support Services
(TBD)
Option

4202 Award Term 2 -
Professional
Support Services
in Support of SEA
102.

4202AA Award Term 2 -
Task Area 2:
Database and
Helpdesk Support
(TBD)
Option

4203 Award Term 2 -
Professional
Support Services
in Support of SEA
102.

4203AA Award Term 2 -
Task Area 3:
HVAC System
Support (TBD)
Option

4204 Award Term 2 -
Professional
Support Services
in Support of SEA
102.

4204AA Award Term 2 -



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Task Area 4:
Travel Support
(TBD)
Option

4301 Award Term 3 -
Professional
Support Services
in Support of SEA
102.

4301AA Award Term 3 -
Task Area 1:
Facilities
Support Services
(TBD)
Option

4302 Award Term 3 -
Professional
Support Services
in Support of SEA
102.

4302AA Award Term 3 -
Task Area 2:
Database and
Helpdesk Support
(TBD)
Option

4303 Award Term 3 -
Professional
Support Services
in Support of SEA
102.

4303AA Award Term 3 -
Task Area 3:
HVAC System
Support (TBD)
Option

4304 Award Term 3 -
Professional
Support Services
in Support of SEA
102.

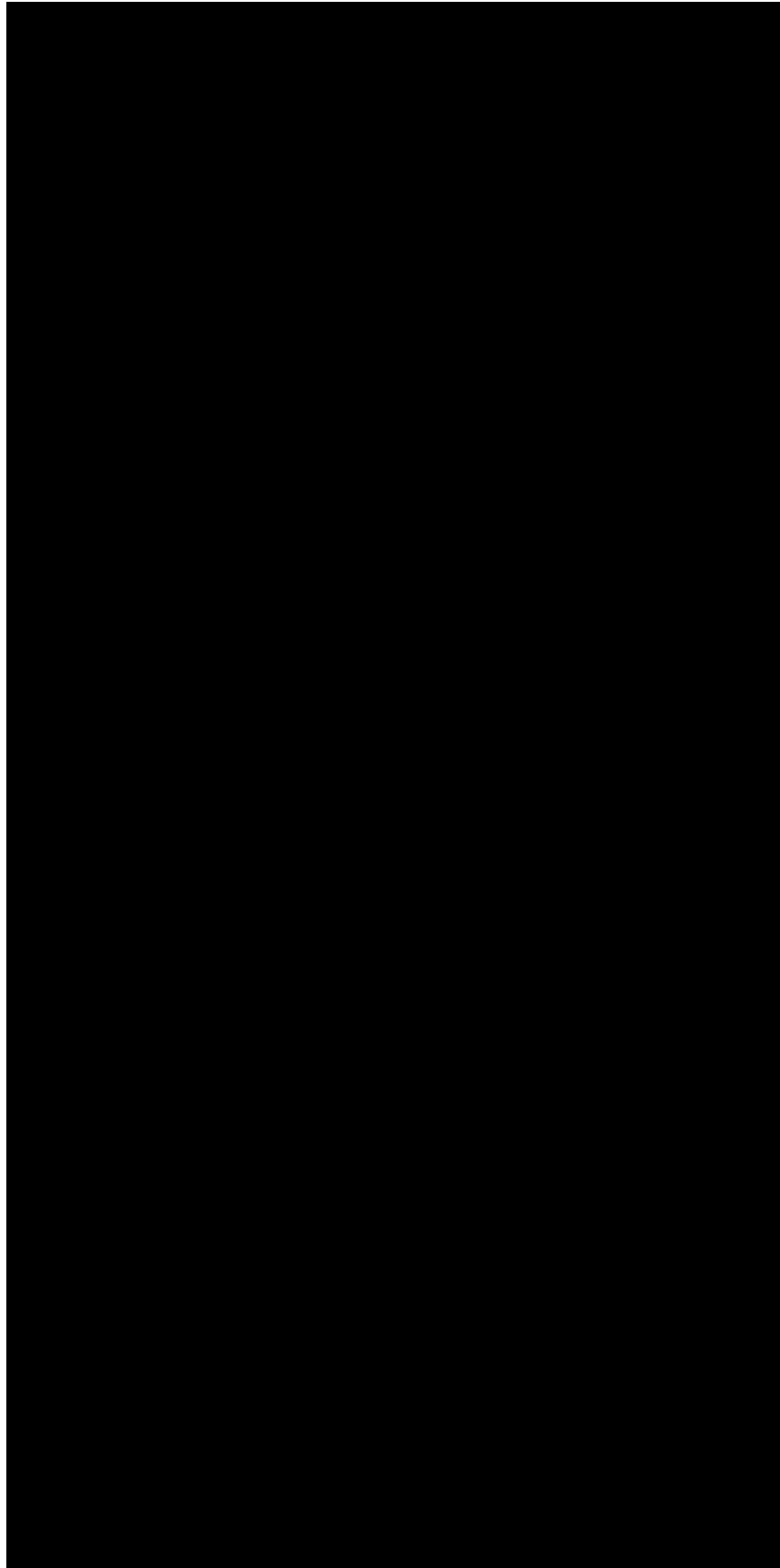
4304AA Award Term 3 -
Task Area 4:
Travel Support
(TBD)
Option

For ODC Items:

Item Supplies/Services Qty

6001

6001AA Option Year 1 -
Other Direct Cost



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in Support of
 SLIN 4001AA.
 (TBD)
 Option

6001AB Other Direct
 Costs in Support
 of Items 4001AB.
 (Non-CAAS)
 (O&MN,N)

6001AC Other Direct
 Costs in Support
 of SLINs 4001AQ
 and 4001AR
 (Non-CAAS)
 (O&MN,N)

6002

6002AA Option Year 1 -
 Other Direct Cos
 in support of
 SLIN 4002AA.
 (TBD)
 Option

6002AB Other Direct
 Costs in Support
 of SLINs 4002AC
 and 4002AD
 (Non-CAAS)
 (O&MN,N)

6002AC Other Direct
 Costs in Support
 of SLINs 4002AG
 and 4002AH
 (Non-CAAS)
 (O&MN,N)

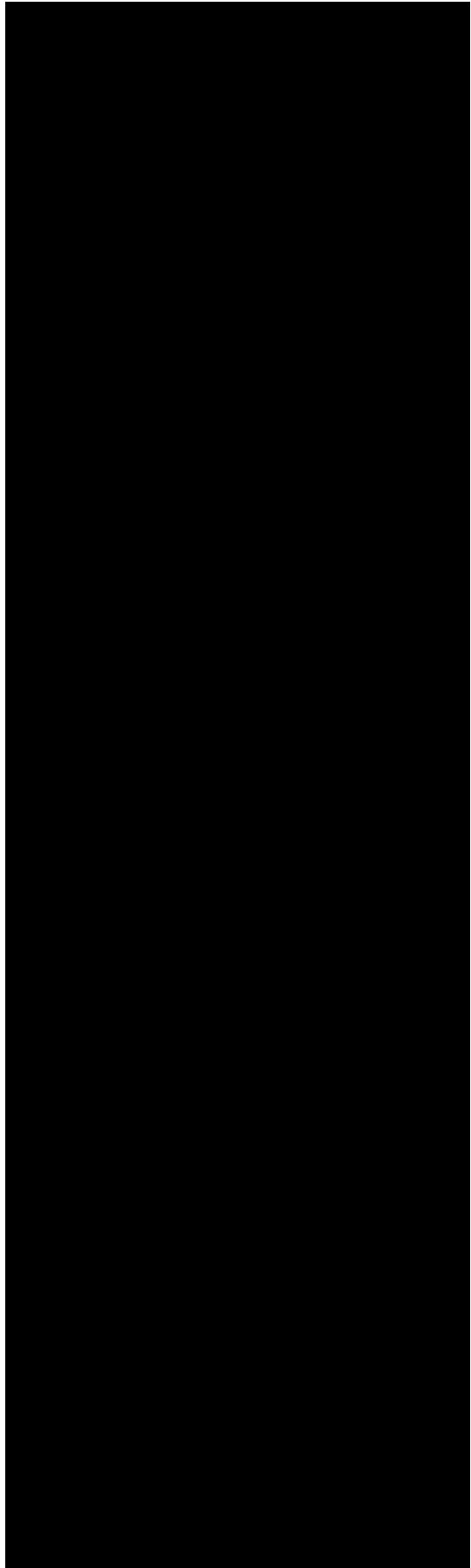
6003

6003AA Option Year 1 -
 Other Direct Cos
 in Support of
 SLIN 4003AA.
 (TBD)
 Option

6003AB Other Direct
 Costs in Support
 of SLINs 4003AC
 and 4003AD
 (Non-CAAS)
 (O&MN,N)

6003AC Other Direct
 Costs in Support
 of SLINs 4003AE
 and 4003AF
 (O&MN,N)

6003AD Other Direct
 Costs in Support



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of SLINs 4003AG
and 4003AH
(Non-CAAS)
(O&MN,N)

6004

6004AA Option Year 1 -
Other Direct Cost
in support of
SLIN 4004AA.
(TBD)
Option

6004AB Other Direct
Costs in Support
of SLINs 4004AE
and 4004AF
(Non-CAAS)
(O&MN,N)

6101

6101AA Award Term 1 -
Other Direct Cost
in Support of
SLIN 4101AA.
(TBD)
Option

6102

6102AA Award Term 1 -
Other Direct Cost
in support of
SLIN 4102AA.
(TBD)
Option

6103

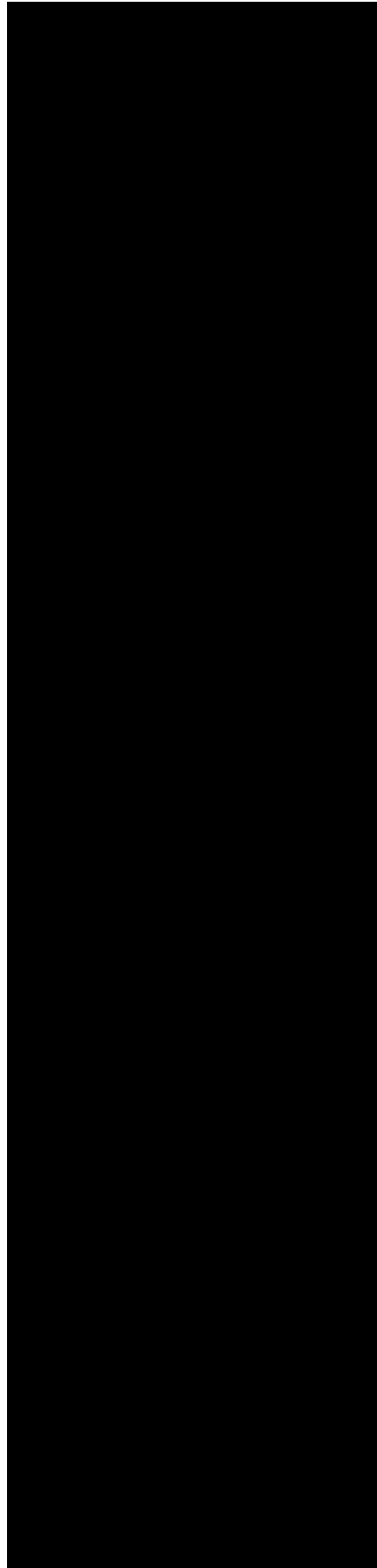
6103AA Award Term 1 -
Other Direct Cost
in support of
SLIN 4103AA.
(TBD)
Option

6104

6104AA Award Term 1 -
Other Direct Cost
in support of
SLIN 4104AA.
(TBD)
Option

6201

6201AA Award Term 2 -
Other Direct Cost
in Support of
SLIN 4201AA.
(TBD)
Option



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6202

6202AA Award Term 2 -
Other Direct Cost
in Support of
SLIN 4202AA.
(TBD)
Option

6203

6203AA Award Term 2 -
Other Direct Cost
in Support of
SLIN 4203AA.
(TBD)
Option

6204

6204AA Award Term 2 -
Other Direct Cost
in support of
SLIN 4204AA.
(TBD)
Option

6301

6301AA Award Term 3 -
Other Direct Cost
in support of
SLIN 4301AA.
(TBD)
Option

6302

6302AA Award Term 3 -
Other Direct Cost
in support of
SLIN 4302AA.
(TBD)
Option

6303

6303AA Award Term 3 -
Other Direct Cost
in support of
SLIN 4303AA.
(TBD)
Option

6304

6304AA Award Term 3 -
Other Direct Cost
in support of
SLIN 4304AA.
(TBD)
Option

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NOTE A: Option Items - Option SLINs (4001AA, 4002AA, 4003AA, 4004AA, 6001AA, 6002AA, 6003AA and 6004AA) to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

Note B: Award Term Items - Award Term SLINs (4101AA, 4102AA, 4103AA, 4104AA, 4201AA, 4202AA, 4203AA, 4204AA, 4301AA, 4302AA, 4303AA, 4304AA, 6101AA, 6102AA, 6103AA, 6104AA, 6201AA, 6202AA, 6203AA, 6204AA, 6301AA, 6302AA, 6303AA and 6304AA) are designated Award Term line items. Award Terms to which the clause in Section J applies and which is to be supplied only if and to the extent that an award term is earned and retained in accordance with the Award Term Clause and Plan in this task order.

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

This entire delivery order is cost type.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(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, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase 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 percent () of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee 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 adjusted fee exceeds all 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 paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(HQ B-2-0012) PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JUN 2007)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233 -1).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work for NAVSEA Facilities Management Division (SEA 102)

OBJECTIVE: To provide support for the various functional areas which fall under the domain and responsibility of SEA102 Facilities Management Division. Functional areas requiring support under this contract include facilities; parking; travel; labor; furniture; database support; HVAC; help desk; warehouse; and electronic forms support. Support for these program areas will enable NAVSEA to accomplish its basic command mission responsibilities.

BACKGROUND: The Facilities Management Division has a basic responsibility assigned to provide support services in diverse workload areas. The Facilities Management Division, as well as other Command-wide offices, will require the services cited below with an emphasis to enhance efficiency and productivity.

SCOPE:

The contractor will provide comprehensive services to NAVSEA 102 and others as required. This support will assist in the execution of the operational framework and subordinate processes to enable Corporate Operations to better manage its day to day business. The contractor will provide all the necessary labor and material to accomplish these tasks.

Management support will be provided by the contractor in support of the following functions:

1. Facility Support Services:

Develop and coordinate individual Plans of Actions and Milestones (POA&M) for various construction maintenance and repair projects.

Manage projects including coordinating with Operations Engineers, funding sources, providing drawings, obtaining NDW and Safety approval, escorting vendors, and creating project punch lists.

Manage and coordinate office and furniture configuration projects.

Track individual project milestones and provide feedback to customers.

Perform related special projects for minor construction.

Conduct assessments, identify issues and problems needing correction, provide solutions for change and correction.

Support facilities design, building maintenance, coordination, relocation, and renovations.

Identify and track resolution of all facility changes as required.

Support the administration of NAVSEA's bus and transportation programs.

Draft and review scopes of work for public works projects as required.

Perform routine scheduled and emergency maintenance and repair in various NAVSEA spaces.

Conduct assessments, identify issues and problems needing correction, provide solutions for change and correction.

Track Shipping and Receiving package deliveries.

Assist in the scheduling and coordination labor support contractors supporting the NAVSEA loading dock.

Conduct assessments, identify issues and problems needing correction, provide solutions for change and correction for NAVSEA reconfiguration projects and command moves.

Manage and coordinate warehouse requirements/deliveries.

2. Database and Help Desk Support:

- Provide support for the Facilities Action Tracking System (FATS) Database.

Provide full-time, on-site support to the 1-HELP Line to answer and respond to incoming trouble calls.

Coordinate with NDW personnel on FATS Tickets for maintenance and repairs to lighting and electrical

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systems, spaces, and facilities in response to 1-HELP Line requests.

Track workload trends, follow-up on assigned work requests and help management to develop process improvements to improve efficiencies.

Maintain parking desk database and related administrative services such as issuing parking passes, delivering parking permit materials and supplies.

Conduct assessments, identify issues and problems needing correction, provide solutions for change and correction of facility projects and/or constructions.

Generate statistical reports, provide analytical support, prepare papers, briefings, meeting agendas and minutes, presentation materials, and other documentation of facility projects and/or constructions.

3. HVAC System Maintenance and Evaluation Support:

- Provide logistical support on the HVAC mechanical and control systems.
- Support the Information Technology network spaces focusing on environmental conditions that could cause system failures and provide preventive maintenance service.
- Conduct site surveys to investigate poor temperature controls in spaces and provide solutions.
- Develop market surveys for maintenance vendors as required.
- Conduct assessments, identify issues and problems needing correction, provide solutions for change and correction.

4. Travel Support

Provide programmatic, financial, strategic planning, and general support services to NAVSEA Headquarters Travel Office.

Provide analytical and administrative support for reviewing travel requests to ensure policy compliance.

Review, plan and organize travel records and documentation.

Gather information from Travel Help Desk and incorporate information in monthly reviews.

Research Travel Documents and provide status assessments of the travel program by Directorate/PEO.

Develop, execute and introduce processes and procedures to support travel operations and training needs (DTS, Approving Officials (AOs) and Business Rules).

Coordinate and respond to data calls related to travel.

Research travel and/or card program records.

Provide technical assistance in the review and auditing of travel records from Directorates/PEOs. Identify and track findings until issues have been resolved and closed.

Document corrective actions related to travel issues.

Maintain master files for reviews and audits findings related to NAVSEA DIRECTORATES/PEOs.

Provide support to reconcile charges to travelers Individual Billed account and the Commands Centrally Billed Account.

Provide Travel Help Desk Support.

Possess working knowledge of various travel related systems including Defense Travel System (DTS), Standard Accounting and Reporting System (STARS), and electronic accounts related to the Travel Card Program.

Deliverables include support as outlined above. For on-site support people, time sheets clearly showing hours worked must be maintained and available upon request. Monthly Cost Reports are required.

Onsite Personnel qualifications: Staff must be full time and must work within NAVSEA core hours (0900- 1500).

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Must have experience in administrative support with similar scope indicated in Statement of Work. On-site contract employees must have a current government security clearance at a minimum of a secret level.

NACSEA CAAS Review - Labor - 75% CAAS, 25% Non-CAAS, ODCs - 100% Non-CAAS

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the multiple award indefinite delivery indefinite quantity contract (MAC).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be in accordance with Section E of the SeaPortE Multiple Award IDIQ contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are as follows:

1001AA	3/28/2008 - 9/30/2008
1001AB	3/28/2008 - 9/30/2008
1001AC	8/1/2008 - 12/31/2008
1001AD	8/1/2008 - 12/31/2008
1001AE	8/1/2008 - 12/31/2008
1001AF	8/1/2008 - 12/31/2008
1001AG	1/1/2009 - 4/30/2009
1001AH	1/1/2009 - 4/30/2009
1002AA	3/28/2008 - 9/30/2008
1002AB	3/28/2008 - 9/30/2008
1002AC	7/22/2008 - 12/31/2008
1002AD	7/22/2008 - 12/31/2008
1002AE	8/1/2008 - 12/31/2008
1002AF	8/1/2008 - 12/31/2008
1002AG	1/1/2009 - 4/30/2009
1002AH	1/1/2009 - 4/30/2009
1003AA	3/28/2008 - 9/30/2008
1003AB	3/28/2008 - 9/30/2008
1003AC	8/1/2008 - 12/31/2008
1003AD	8/1/2008 - 12/31/2008
1003AE	1/1/2009 - 4/30/2009
1003AF	1/1/2009 - 4/30/2009
1004AA	8/1/2008 - 12/31/2008
1004AB	8/1/2008 - 12/31/2008
1004AC	1/1/2009 - 4/30/2009
1004AD	1/1/2009 - 4/30/2009
1004AE	1/1/2009 - 4/30/2009
1004AF	1/1/2009 - 4/30/2009
3001AA	3/28/2008 - 9/30/2008
3001AB	7/22/2008 - 1/31/2009
3001AC	12/1/2008 - 1/30/2009
3001AD	1/1/2009 - 4/30/2009
3002AA	3/28/2008 - 12/31/2008
3002AB	1/1/2009 - 4/30/2009
3003AA	3/28/2008 - 9/30/2008
3003AB	1/1/2009 - 4/30/2009
3004AB	1/1/2009 - 4/30/2009
4001AA	1/1/2009 - 9/30/2009
4001AB	1/1/2009 - 4/30/2009

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4001AC	3/28/2009 - 7/17/2009
4001AD	3/28/2009 - 7/17/2009
4001AE	7/1/2009 - 9/30/2009
4001AF	7/1/2009 - 9/30/2009
4001AG	1/12/2009 - 6/30/2009
4001AH	1/12/2009 - 6/30/2009
4001AJ	9/22/2009 - 12/31/2009
4001AK	9/22/2009 - 12/31/2009
4001AL	9/22/2009 - 12/31/2009
4001AM	9/22/2009 - 12/31/2009
4001AN	9/22/2009 - 1/30/2010
4001AP	9/22/2009 - 1/30/2010
4001AQ	1/1/2010 - 3/27/2010
4001AR	1/1/2010 - 3/27/2010
4002AA	3/28/2009 - 7/17/2009
4002AB	3/28/2009 - 7/17/2009
4002AC	7/1/2009 - 9/30/2009
4002AD	7/1/2009 - 9/30/2009
4002AE	3/3/2009 - 6/30/2009
4002AF	3/3/2009 - 6/30/2009
4002AG	9/22/2009 - 12/31/2009
4002AH	9/22/2009 - 12/31/2009
4002AJ	1/1/2010 - 3/27/2010
4002AK	1/1/2010 - 3/27/2010
4003AA	3/28/2009 - 7/17/2009
4003AB	3/28/2009 - 7/17/2009
4003AC	7/1/2009 - 9/30/2009
4003AD	7/1/2009 - 9/30/2009
4003AE	9/22/2009 - 12/31/2009
4003AF	9/22/2009 - 12/31/2009
4003AG	1/1/2010 - 3/27/2010
4003AH	1/1/2010 - 3/27/2010
4004AA	3/28/2009 - 7/17/2009
4004AB	3/28/2009 - 7/17/2009
4004AC	7/1/2009 - 9/30/2009
4004AD	7/1/2009 - 9/30/2009
4004AE	9/22/2009 - 12/31/2009
4004AF	9/22/2009 - 12/31/2009
4004AG	1/1/2010 - 4/30/2010
4004AH	1/1/2010 - 4/30/2010
6001AB	4/6/2009 - 9/30/2009
6001AC	1/1/2010 - 3/27/2010
6002AB	7/1/2009 - 12/31/2009
6002AC	9/22/2009 - 12/31/2009
6003AB	7/1/2009 - 9/30/2009
6003AC	12/1/2009 - 12/31/2009
6003AD	1/1/2010 - 3/30/2010
6004AB	9/22/2009 - 12/31/2009

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The authority to extend the period of performance for SLINs 1002AC, 1002AD, 3001AB, and 3002AA is based on the approval of Section 801 of P.L. 105 -85 authority approved by the NAVSEA Executive Director, Corporate Operations, SEA 10B.

The authority to extend the period of performance for SLINs 4001AJ, 4001AK, 4001AL, 4001AM, 4001AN, 4001AP, 4002AG, 4002AH, 4003AE, 4003AF, 4004AE, 4004AF, 6002AB, 6002AC, and 6004AB is based on the approval of Title 10 U.S.C. Section 2410a authority approved by the NAVSEA Deputy Commander for Corporate Operations, SEA 10.

The authority to extend the period of performance for SLINs 4001AC, 4001AF, 4001AG, 4002AC, 4002AD, 4003AD, 4004AC, 4004AD, 6001AB, and 6003AB is based on the approval of Title 10 U.S.C. Section 2410a authority approved by the NAVSEA Deputy Commander for Corporate Operations, SEA 10.

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

3004AA	10/1/2008 - 5/27/2009
6001AA	3/28/2009 - 3/27/2010
6002AA	3/28/2009 - 3/27/2010
6003AA	3/28/2009 - 3/27/2010
6004AA	3/28/2009 - 3/27/2010

The period of performance for the following award-term items are from date of initiation through 12 months thereafter, estimated at:

4101AA	3/28/2010 - 3/27/2011
4102AA	3/28/2010 - 3/27/2011
4103AA	3/28/2010 - 3/27/2011
4104AA	3/28/2010 - 3/27/2011
4201AA	3/28/2011 - 3/27/2012
4202AA	3/28/2011 - 3/27/2012
4203AA	3/28/2011 - 3/27/2012
4204AA	3/28/2011 - 3/27/2012
4301AA	3/28/2012 - 3/27/2013
4302AA	3/28/2012 - 3/27/2013
4303AA	3/28/2012 - 3/27/2013
4304AA	3/28/2012 - 3/27/2013
6101AA	3/28/2010 - 3/27/2011
6102AA	3/28/2010 - 3/27/2011
6103AA	3/28/2010 - 3/27/2011
6104AA	3/28/2010 - 3/27/2011
6201AA	3/28/2011 - 3/27/2012
6202AA	3/28/2011 - 3/27/2012
6203AA	3/28/2011 - 3/27/2012

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6204AA	3/28/2011 - 3/27/2012
6301AA	3/28/2012 - 3/27/2013
6302AA	3/28/2012 - 3/27/2013
6303AA	3/28/2012 - 3/27/2013
6304AA	3/28/2012 - 3/27/2013

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Alberta J. Brown, SEA 10
1333 Isaac Hull Ave SE
Washington Navy Yard DC 20376
Alberta.brown@navy.mil
(202) 781-2467

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall-

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment requests.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (OCT 2006)

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

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

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https://wawf.eb.mil.

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

WAWF Invoice Type Cost Voucher

Issuing Office	N00024
Administration Office	Insert the UIC of the activity who pays the contract
DCAA	Insert the UIC of the activity who pays this contract
Service Approver	N00024
Inspector	None
Service Acceptor	None
LPO DODAAC:	None
Paying Office:	Insert the UIC of the activity who pays the contract

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: Alberta.brown@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 NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

Accounting Data	Amount
SLINID PR Number	
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MOD 09 Funding 0.00	
Cumulative Funding 0.00	
MOD 10 Funding 0.00	
Cumulative Funding 0.00	

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MOD 11 Funding 0.00
Cumulative Funding 0.00

MOD 12 Funding 0.00
Cumulative Funding 0.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-01 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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 - 8) or "INCENTIVE FEE" (FAR 52.216 -10), as appropriate, 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 Fee	CPFF	LY	Est. Period of Performance
1001AA					28 MAR 2008 – 1 MAY 2008
1002AA					28 MAR 2008 – 1 MAY 2008
1003AA					28 MAR 2008 – 1 MAY 2008
1004AA					01 AUG 2008 – 30 SEP 2008
3002AA					28 MAR 2008 – 1 MAY 2008
3003AA					28 MAR 2008 – 1 MAY 2008
4001AA					01 JAN 2009 – 30 APR 2009
4002AA					28 MAR 2009 – 17 JUL 2009
4003AA					28 MAR 2009 – 17 JUL 2009
4004AA					28 MAR 2009 – 17 JUL 2009

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(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 1001AB, 1001AC, 1001AD, 1001AE, 1001AF, 1001AG, 1001AH, 1002AB, 1002AC, 1002AD, 1002AE, 1002AF, 1002AG, 1002AH, 1003AB, 1003AC, 1003AD, 1003AE, 1003AF, 1004AB, 1004AC, 1004AD, 1004AE, 1004AF, 3001AA, 3001AB, 3001AC, 3001AD, 3002AB, 3003AB, 3004AB, 4001AB, 4001AC, 4001AD, 4001AE, 4001AF, 4001AG, 4001AH, 4001AJ, 4001AK, 4001AL, 4001AM, 4001AN, 4001AP, 4001AQ, 4001AR, 4002AB, 4002AC, 4002AD, 4002AE, 4002AF, 4002AG, 4002AH, 4002AJ, 4002AK, 4003AB, 4003AC, 4003AD, 4003AE, 4003AF, 4003AG, 4003AH, 4004AB, 4004AC, 4004AD, 4004AE, 4004AF, 4004AG, 4004AH, 6001AB, 6001AC, 6002AB, 6002AC, 6003AB, 6003AC, 6003AD, and 6004AB 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 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

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

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

<u>Item</u>	<u>Latest Option Exercise Date</u>
3004AA	30 May 2009
4001AA	Apr 2009
6001AA	31 Dec 2009
4002AA	Apr 2009
6002AA	30 Sep 2009
4003AA	Apr 2009
6003AA	31 Dec 2009
4004AA	Apr 2009
6004AA	30 Sep 2009
4101AA	Apr 2010
6101AA	
4102AA	Apr 2010
6102AA	
4103AA	Apr 2010
6103AA	
4104AA	Apr 2010
6104AA	
4201AA	Apr 2011
6201AA	
4202AA	Apr 2011
6202AA	
4203AA	Apr 2011
6203AA	

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SECTION J LIST OF ATTACHMENTS

Attachment (1) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (2) - Award Term Clause and Plan

Attachment (3) - DD254 (Security Classification)

Attachment (4) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (5) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (6) - FADs in the amount of [REDACTED] (FY08 O&MN)

Attachment (7) - FADs in the amount of [REDACTED] (FY09 O&MN)

Attachment (8) - FADs in the amount of [REDACTED] (FY09 O&MN)

Attachment (9) - FAD in the amount of [REDACTED] (FY09 O&MN)

Attachment (10) - FAD in the amount of [REDACTED] (FY09 O&MN)

Attachment (11) - FAD in the amount of [REDACTED] (FY09 O&MN)

Attachment (12) - FAD in the amount of [REDACTED] (FY09 O&MN)

Attachment (13) - FAD in the amount of [REDACTED] (FY10 O&MN)

Attachment (14) - FAD in the amount of [REDACTED] (FY10 O&MN)