

2. AMENDMENT/MODIFICATION NO. 43	3. EFFECTIVE DATE 11-Jul-2012	4. REQUISITION/PURCHASE REQ. NO. N0002412MR55082	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 flanice.lewis@navy.mil 202-781-1608	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Paradigm Technologies Inc.
2231 Crystal Drive, Suite 807
Arlington VA 22202-3725

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4486-EH01

10B. DATED (SEE ITEM 13)

27-Jun-2007

CAGE CODE 0ZB23

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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)

GENERAL INFORMATION

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
4002DH	FMS	124,795.00	(25,787.72)	99,007.28

The total vaf4002DH

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	Directorate (PD452) Administrative Support (MDA)					
1001CB	Aegis Ballistic Missile Defense program Directorate (MDA)	3292.0	LH	\$204,936.00	\$15,064.00	\$220,000.00
1001CC	Aegis Ballistic Missile Defense Program (PD452) Administrative Support (MDA) Option (OTHER)	1448.0	LH	\$93,116.00	\$6,884.00	\$100,000.00
1001CD	Aegis Ballistic Missile Defense Program Directorate (RDT&E) (RDT&E)	5162.0	LH	\$321,377.00	\$23,623.00	\$345,000.00
1002						\$1,872,282.18
1002AA	Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support - FMS (FMS Case #XX-X- XX)	724.0	LH	\$153,754.66	\$11,745.81	\$165,500.47
1002AB	Aegis Ballistic Missile Defense Program Directorate (PD452) Program Management Support- FMS Case JA-P-LUH (FMS Case #JA-P-L UH)	5579.0	LH	\$294,702.91	\$22,411.09	\$317,114.00
1002BA	Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support - FMS case JA-P-LUX (FMS Case #JA-P-L UX)	10000.0	LH	\$576,396.52	\$44,350.84	\$620,747.36
1002CA	Aegis Ballistic Missile Defense Program Directorate (PD452) Engineering & Program	6474.0	LH	\$384,982.88	\$29,838.70	\$414,821.58

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Management
Support - FMS
(FMS Case #JA-P-L
VK)

1002CB	Aegis BMD System Engineering & Program Management Support (FMS Case #JA-P-L WA)	612.0	LH	\$36,370.00	\$2,817.00	\$39,187.00
1002CC	Aegis BMD System Engineering & Program Management Support (Reg# CCXT02E44GFESS102 Z) (FMS Case #JA-P-C AE)	2144.0	LH	\$104,307.14	\$8,077.86	\$112,385.00
1002CD	Aegis BMD System Engineering & Program Management Support- PJAH4483508006 (FMS Case #JA-P-C AM)	379.0	LH	\$22,555.00	\$1,747.00	\$24,302.00
1002CE	Aegis BMD System Engineering & Program Management Support- (Req# PJAA44825480040CA N) (FMS Case #JA-P-C AN)	403.0	LH	\$47,143.01	\$3,649.99	\$50,793.00
1002CF	Aegis BMD System & Engineering Program Management Support (FMS Case #AD-P-M IN)	1988.0	LH	\$118,271.48	\$9,160.29	\$127,431.77

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3001	Other Direct Costs for Item 1001 (See Note A)			\$2,480,000.00
3001AA	Aegis Ballistic Missile Defense Program Directorate	1.0	LO	\$525,000.00

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(PD452)
Administrative
Support (MDA)

3001AC Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$225,000.00

3001BA Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$710,000.00

3001BB Aegis Ballistic Missile Defense Program Directorate (MDA) 1.0 LO \$20,000.00

3001BC Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$20,000.00

3001CA Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$670,000.00

3001CB Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$40,000.00

3001CC Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$40,000.00

3001CD Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support (MDA) 1.0 LO \$230,000.00

Option (OTHER)

3002	Other Direct Costs for Item 1002 (See Note A)			\$750,000.00
3002AA	Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support - FMS (FMS Case #XX-X-X XX)	1.0	LO	\$195,000.00
3002AB	Aegis Ballistic Missile Defense Program Directorate (PD452) Other Direct Costs (ODCs)- FMS Case JA-P-LUH (FMS Case #JA-P-L UH)	1.0	LH	\$55,000.00
3002BA	Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support - FMS Case JA-	1.0	LO	\$250,000.00

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PJAH44835080160CA
M)
(FMS Case #JA-P-C
AM)

4002DC	Aegis BMD System Engineering and Program Management support (Req# PJAA44825480410CA N) (FMS Case #JA-P-C AN)	1847.0	LH	\$113,499.00	\$8,832.00	\$122,331.00
4002DD	Aegis BMD System Engineering & Program Management support (Req# PJA344913480040FQ V) (FMS Case #JA-P-F QV)	152.0	LH	\$9,319.00	\$725.00	\$10,044.00
4002DE	Aegis BMD System Engineering and Program Management support (Req# PJA344009580030FO N) (FMS Case #JA-P-F ON)	152.0	LH	\$9,319.00	\$725.00	\$10,044.00
4002DF	Aegis BMD System Engineering and Program Management support (Req# PJAH449279S9120FJ W) (FMS Case #JA-P-F JW)	620.0	LH	\$38,070.00	\$2,962.00	\$41,032.00
4002DG	Aegis BMD System Engineering and Program Management Support (Req# PJAH44006080340FL W) (FMS Case #JA-P-F LW)	248.0	LH	\$15,225.00	\$1,185.00	\$16,410.00
4002DH	Aegis BMD System Engineering & Program Management Support (Admin) (FMS Case #AD-P-M IN)	1495.0	LH	\$91,859.11	\$7,148.17	\$99,007.28
4002DJ	Aegis BMD System	834.0	LH	\$51,247.09	\$3,987.41	\$55,234.50

	Engineering & Program Management Support (FMS Case #AD-P-M IN)					
4002DK	Saudi Naval Expansion Program (SNEP II) Engineering & Program Management Support. (FMS Case #AD-P-M IN)	189.0	LH	\$11,597.70	\$902.30	\$12,500.00
4002EA	Aegis Ballistic Missile Defense Program Directorate (PD452) Administrative Support - FMS (Option Exercised) (FMS Case #JA-P-L WA)	12700.0	LH	\$852,016.55	\$66,529.00	\$918,545.55
4002EB	Aegis BMD System Engineering & Program Management Support (FMS Case #JA-P-C AM)	303.0	LH	\$19,293.00	\$1,507.00	\$20,800.00
4002EC	Aegis BMD System Engineering & Program Management Support (FMS Case #JA-P-F PX)	21.0	LH	\$1,299.00	\$101.00	\$1,400.00
4002ED	Aegis BMD System	686.0	LH	\$43,596.00	\$3,404.00	\$47,000.00

Management
Support
(FMS Case #JA-P-F
LW)

4002EG	Aegis BMD System Engineering & Program Management Support (FMS Case #JA-P-F LW)	992.0	LH	\$63,055.00	\$4,925.00	\$67,980.00
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For ODC Items:

Program
Management
support ODC (Req#
PJAA4482448042)
(FMS Case #JA-P-C
AN)

6002DD Aegis BMD System 1.0 LH \$5,000.00
Engineering &
Program
Management
support ODC (Req#
PJA34400958004)
(FMS Case #JA-P-F
ON)

6002DE Aegis BMD System 1.0 LO \$10,000.00
Engineering &
Program
Management
support ODC (Req#
PJA449279S913)
(FMS Case #JA-P-F
JW)

6002DF Aegis BMD System 1.0 LH \$4,000.00
Engineering &
Program
Management
support ODC (Req#
PJA4400608035)
(FMS Case #JA

	LW)			
6002EC	Aegis BMD System Engineering & Program Management Support (ODC) (FMS Case #JA-P-F PX)	1.0	LO	\$2,000.00
6002ED	Aegis BMD System Engineering & Management Support (ODC)	1.0	LO	\$28,000.00

	LW)			
6002EG	ODC in support of CLIN 4002 (FMS Case #JA-P-F LW)	1	LO	\$0.00

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.

* See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NOVSEA)" below.

NOTE A - Option item 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 - The Government reserves the right to create Subcontract Line Items (SLINs) for the purposes of administering its appropriations. Creation of SLINs shall not increase the estimated cost or Level of Effort of a CLIN.

NOTE C - Cost Reimbursable N3 712 144 re W n BT /Fabc7 14 0 0 0 rg 1 0 0 1 152 303.98693 Tm (-) Tj ET Q q sL

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

SUPPORT SERVICES FOR THE AEGIS BALLISTIC MISSILE DEFENSE PROGRAM DIRECTORATE (AEGIS BMD)

1. BACKGROUND:

The Aegis Ballistic Missile Defense (BMD) element of the Missile Defense Agency's (MDA) Ballistic Missile Defense System (BMDS) provides the capability for U.S. Navy (USN) Aegis Destroyers and Cruisers to intercept and defeat medium to long range ballistic missiles in the midcourse phase of the exo-atmospheric battle space while forward deployed or on Fleet Missile Defense Patrol in defense of the nation, deployed U.S. forces, friends, and allies. Aegis BMD consists of modifications to the existing Aegis Weapons System (AWS) deployed in U.S. Navy cruisers to enable these ships to detect, track, engage and destroy ballistic missiles using the developmental STANDARD Missile-3 (SM-3). The Aegis Weapon System (AWS) and the SM-3's Kinetic Warhead (KW) provide a hit-to-kill capability against ballistic missiles in the exo-atmosphere. Aegis BMD builds on the U.S. Navy's worldwide presence to provide a highly mobile and responsive capability that provides ballistic missile defense for our U.S. and coalition forces throughout the world.

The primary role of the Aegis BMD Program Office is to support the execution of the overall Aegis BMD mission in the following activities: system concept definition, overall system design, program management, acquisition management, program analysis, budgeting, overall systems engineering, test and evaluation planning and coordination, test range support, modeling and simulation, Battle Management, Command, Control, Communications and Computer Integration (BMC4I) planning, fleet introduction, mission area development, and supporting both international cooperative development and foreign military sales (FMS) projects with allies such as Japan, United Kingdom, Germany, and the Netherlands. Aegis BMD serves as the primary U.S. Navy management structure supporting the interface between the MDA and the Naval Sea Systems Command (NAVSEA).

2. OBJECTIVE

The objective of this task is to provide Aegis BMD with support services to fulfill the requirements specified in this statement of work. These services will support Aegis BMD in the areas of administration, program management, and other R&D activities. Equipment, materials, and supplies will be provided by Aegis BMD.

3. GENERAL

The Performance Standards and Assessment Plan described below are applicable to the total scope

Candidates should possess the following characteristics:

- Familiarity with MDA and Navy organizations and processes.
- Excellent oral and written communication skills are mandatory.
- Familiarity with Microsoft Office applications.
- Secret security clearance required.

5. REQUIREMENTS

The Contractor shall provide on-site personnel to perform the support services described below.

a. Management and Professional Support Services (4 Senior Level, plus mid and junior level)

The Contractor shall provide support services to Aegis BMD Program Director, Deputy Director, Chief of Staff, Government Department and Division Heads and their Deputies, and other staff as follows:

- Coordinate inputs from department staff for responses to classified and unclassified action items.
- Prepare draft response to actions in a variety of formats including e-mail, internal memoranda, official correspondence (MDA and USN), and USN message formats.
- Conduct department level action item tracking. Coordinate with program office and external agency personnel to facilitate completion of action items. Coordinate with designated program office lead for action item closure.
- Assist with preparation of briefings and concept papers by compiling data and coordinating inputs.
- Maintain a log of in-coming and out-going Program Office correspondence for each department/division.
- Schedule/support internal and external meetings, Video Teleconferences (VTCs), and

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- Coordinate Government travel for all department/division personnel with the Aegis BMD travel point of contact, including coordinating with Aegis BMD Program Protection and Physical Security Department to ensure visit requests are processed for visitors.

In addition to the duties listed above, the following support services are required for the International Department, Program Director, Deputy Director, and Chief of Staff:

Tasks in support of the International Department:

- Coordinate the logistics for attendance of foreign visitors at Aegis BMD flight test events, including arrangement of accommodations for up to 35 people, travel itineraries, welcome packages, visit requests, and support facility preparation.
- Track Foreign Visit Requests (FVR) for international personnel visiting U.S. DoD and Contractor facilities. Coordinate with embassies and MDA security personnel to ensure FVRs are processed and signed in a timely manner.
- Issue and track country clearance messages for Aegis BMD personnel traveling overseas. Process visit announcements in Navy message format. In accordance with DoD and MDA policy, coordinate country clearance briefings for program office personnel traveling overseas.

Tasks in support of the Aegis BMD Program Director/Deputy Director:

- Preparing drafts of speeches, speaker notes, and official personal correspondence.

Tasks in support of the Aegis BMD Chief of Staff:

- Support Aegis BMD offsite preparations to include securing meeting facilities and working with the designated meeting planner to coordinate all arrangements. Work with senior program office personnel to coordinate structure of the offsite, find a facilitator, and organize the agenda.

b. Graphics Support Services (1 Senior Level, plus mid and junior level)

The Contractor shall provide graphics services support to the Aegis BMD Program Office. Duties include:

- Create graphics displays for complex briefings and presentations for senior DoD officials, Congressional staffers, and international and other conferences.
- Work with appropriate technical points of contact to assist in developing briefing plan of actions and milestones (POA&Ms).
- Work with the designated technical point of contact for each brief to translate technical concepts and ideas into graphic displays.
- Appropriate administrative support, equipment (e.g. computers, vu-graphs), and materials/supplies to ensure efficient operation of Aegis BMD war-rooms during the preparation of briefings and

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presentations to include:

Provide quality assurance and configuration control throughout the development of the briefing.

Maintain configuration control of all briefings in concert with the designated technical point of contact for each brief. Maintain a record of all approved changes.

Maintain configuration control of specific Programmatic slides, ensuring currency and accuracy of the data.

Create and maintain a library of all briefings and presentations for historical purposes.

- Create posters and other graphic displays for use in the Aegis BMD Program Office and at flight test missions, conferences, exhibitions, and symposiums.
- Prepare tent cards, name tags, and badges in support of Aegis BMD meetings and conferences.
- Manage the update and maintenance of Aegis BMD “grab and go” (standard, approved, readily available, continuously updated) briefs and presentations that are considered “living” documents.
- Assist in producing an Aegis BMD newsletter, an internal publication summarizing both programmatic and personnel related events which includes developing and formatting the newsletter, interviewing staff, writing articles, and distribution of the newsletter.
- Contractor shall be proficient in the following software:
 - Adobe Creative Suite 2 (CS2)
 - Adobe Acrobat 7.0
 - Adobe Premiere Pro 2.0
 - Adobe After Effects 7.0 Professional
 - Microsoft Office 2003
 - 3D Programs
 - Quark XPress 7
 - CorelDRAW Graphics Suite X3

c. Integrated Master Schedule (IMS) Maintenance Support (1 Senior Level)

The Contractor shall provide program level integrated master schedule services. Duties include:

- Compile and maintain program level integrated master schedule (IMS) and other master schedules.

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- Coordinate with Aegis BMD Program Office staff to ensure that IMS's are in conformance with current programmatic and technical direction.

- Contractor shall be proficient in Microsoft Project

d. Corporate Operations Support (1 Senior Level, plus mid and junior level)

The Contractor shall provide support for the Aegis BMD Program Office. Duties include:

- Draft/Prepare, process, track, and control all correspondence routed through the Aegis BMD organization.
- Track and coordinate all incoming and out-going tasks to and from the MDA, including the management and oversight of a task tracking system for Aegis BMD. Requires close coordination, both internally and externally. Develop metrics for senior management.
- Maintain a catalog of all Aegis BMD Directives, Instructions, Notices, Memoranda of Understanding (MOU's), and procedures and will provide assistance and expertise in drafting of the same.
- Provide support for Aegis BMD Program Office activities, such as All Hands meetings, ceremonies, and Program Director events, including coordination of visitors/speakers.
- Provide distribution and mail processing services.
- Coordination of office supply requirements.
- Maintain up-to-date knowledge of MDA administrative policies and procedures, and provide informal training to the contractor team in related areas; such as, correspondence, travel, and human resources documents (1 Senior Level).
- Coordinate an indoctrination brief for new employees with the Corporate Operations Department.

The Contractor shall provide centralized travel support services in support of the Aegis BMD Program Office. Duties include:

- Make all travel arrangements for Aegis BMD Government personnel.
- Execute Government travel orders and process travel vouchers using the Defense Travel System (DTS) in accordance with applicable DoD directives and regulations.
- Maintain travel records and up-to-date traveler profiles.
- Coordinate with MDA and NAVSEA travel offices.

e. Action Item Management (1 Senior Level)

- Track personnel related data, such as training, travel, etc., and develop metrics for senior level

management

f. Security Support (2 Senior Level, plus mid and junior level)

Qualifications of Security Personnel under this subparagraph are required as follows:

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Commercial Sales. The contractor shall participate in the Releasability Integrated Product Team (IPT) and Core Implementation Team (CIT) meetings.

- Assist with the management and implementation of Information Security processes and policies of DoD, DoN, and MDA to include:
 - o Coordinating Security Classification Guidance Policy and participating in Classification Policy Panels (CPP),
 - o Conducting Derivative Classification Reviews,
 - o Maintaining the status and number of all derivative reviews and provide an annual report.
 - o Assist in developing INFOSEC briefs.
 - o Conducting annual INFOSEC Self Assessments, participating in Annual INFOSEC audits and correcting deficiencies, if any.
 - o Operating and maintaining a computerized Documentation and Data Archival and Knowledge Management system, providing seamless connectivity to various Integrated Data Environments (IDEs) in coordination with MDA, Aegis BMD, NARA, NAVSEA, and NSWC Corona.
- Assist in the development of Aegis BMD Security Training to include, but not be limited to, Operational Security (OPSEC) Fundamentals, Antiterrorism Level I, Counterintelligence Threat Awareness, Foreign Traveler Briefings/Debriefings, Outreach Programs (i.e., Brown Bag Sessions, Newsletters, etc.), Trafficking in Personnel, Information Assurance (IA) User training, IA Privileged User training, Trusted Agent and Security Assistant training. Maintain a Security Awareness and Training Database.
- Assist in the administration of security for Special Access Required (SAR) and Special Compartmented Information (SCI) programs.
- Provide support to the Information Assurance Manager (IAM) for implementing and managing the Aegis BMD Information Assurance (IA) Program. The contractor shall designate Information Assurance Officers and Information Assurance Technicians to support the IAM. Provide operational Classified and Unclassified Network Security, Monitoring, Testing, and Accreditation. The contractor shall assist the IAM with Certification and Accreditation Programs.
- Support the development of an Aegis BMD Critical Asset Protection Program, Continuity of Operations Plan and Disaster Preparedness Plan by 15 Aug 2007.
- Monitor a Waiver and Deviation program to assess potential risks, evaluate mitigations and manage funding controls to minimize the impact to the program.

g. Program Manager (1 Senior Level)

The Contractor shall provide an on-site Program Manager for this effort. Duties include:

- Coordinating day-to-day business operations and support to the Aegis BMD Program Office.
- Supervising to ensure that the team provides efficient support and fulfills duties as required under this SOW.
- Developing workflow processes, creating solutions for emerging issues, and managing impacts of operational and organizational change for the contractor support.
- Coordinating with the Task Order Manager (TOM) on contractual and financial issues related to

costs unique to FMS case JA-P-CAM may be charged to this Call. Costs that benefit other customers may not be charged to this Call.

c) Items 4002DC and 6002DC - Japan AEGIS Ballistic Missile Defense Block 2004 Live Fire Event (JFTM-4) (FMS Case: JA-P-CAN)

The Contractor shall support the Japan AEGIS Ballistic Missile Defense Block 2004 Ballistic Missile Live Fire Event (JFTM-4) as follows:

- Flight mission planning and preparation, including attendance at test and evaluation working group (TEWG) meetings, mission and range readiness reviews
- Preparation of test plans and procedures
- Logistics support
- Ship and shore coordination
- Post-mission data analysis and integrated analysis team support
- Participation in post-mission working groups and data reviews

The Contractor may export technical data and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing USG FMS contracts and subcontracts are in effect and serve as authorization. The original recipient for

Monitor status of the various funding documents prepared to ensure they are processed, signed and forwarded to the designated recipient in a timely manner. Ensure funding documents are corrected and resubmitted if rejected for an error. Interface and coordinate FMS funding requirements and documents with field activities and other funding recipients. Interface and coordinate requirements with other Program Directorate divisions and departments, as necessary. Analyze and prepare reports that compare FMS execution plans with actuals and provide weekly status of financial documents with appropriate tasks and participating activities.

Provide expert advice and feedback to the Government execution manager on FMS financial issues. Collect, analyze, and review performer FMS incurred cost data. Investigate lagging obligations and expenditures of Aegis BMD field activities and contractors.

i) Item 4002 DJ - Aegis BMD System Engineering & Program Management Support (AD-P-MIN)

Monitor status of the various funding documents prepared to ensure they are processed, signed and forwarded to the designated recipient in a timely manner. Ensure funding documents are corrected and resubmitted if rejected for an error. Interface and coordinate FMS funding requirements and documents with field activities and other funding recipients. Interface and coordinate requirements with other Program Directorate divisions and departments, as necessary. Analyze and prepare reports that compare FMS execution plans with actuals and provide weekly status of financial documents with appropriate tasks and participating activities.

Provide expert advice and feedback to the Government Execution Manager on FMS financial issues. Collect, analyze, and review performer FMS incurred cost data. Investigate lagging obligations and expenditures of Aegis BMD field activities and contractors.

j. Item 4002DK Saudi Naval Expansion Program (SNEP II) Engineering & Program Management Support (AD-P-MIN)

Contractor to assist in coordinating development and preparation of FMS Case development to include LOAs, Modifications, and Amendments, cost/pricing data and case notes. Interface and coordinate requirements with other Program Directorate divisions and departments, as necessary.

semi-annual Program Management Reviews held in the U.S. or in-country as requested by the Purchaser.

The Contractor may export technical data and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing USG FMS contracts and subcontracts are in effect and serve as authorization. The original recipient for tasks performed under this Call is Japan Defense Agency (JDA) (JDA and its Contractors). Only costs unique to FMS case JA-P-LWA may be charged to this Call. Costs that benefit other customers may not be charged to this Call.

b) Items 4002EB and 6002EB - Japan AEGIS Ballistic Missile Defense Block 2004 Upgrade of the Japan Computer Program Test Site (JCPTS) (FMS Case: JA-P-CAM)

The Contractor shall provide engineering technical assistance for the upgrade of the Japan Computer Program Test Site (JCPTS) to a Japan Aegis Ballistic Missile Defense (JABMD) Block 2004 capability to support the DDG 2313 class JABMD computer program maintenance. Tasking includes development of test plans and procedures, technical assistance during equipment installation, assistance in procurement and production coordination, performance monitoring, configuration control, data management, and participation in working groups.

The Contractor may export technical data and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing USG FMS contracts and subcontracts are in effect and serve as authorization. The original recipient for tasks performed under this Call is Japan Defense Agency (JDA) (JDA and its Contractors). Only costs unique to FMS case JA-P-CAM may be charged to this Call. Costs that benefit other customers may not be charged to this Call.

c) Items 4002EC and 6002EC –

designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c

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customers may not be charged to this CLIN.

MOD 41

Section C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

a) 4002EF - Aegis BMD System Engineering & Program Management Support (FMS Admin)

This covers work in the "Case Development" core function – gathering information, preparing documents (e.g., LOAs, Pricing and Availability (P&A) Data, LOIs, Leases, etc.) offering the documents to country, and implementing accepted documents. This includes the preparation of Amendment and Modification documents, development of milestones, logistics plans, manpower estimates, and key financial aspects such as loan preparation, special billing, modified payment schedules, etc.

b) 4002EG - Aegis BMD System Engineering & Program Management Support (FMS Admin)

Monitor status of the various funding documents prepared to ensure they are processed, signed and forwarded to the designated recipient in a timely manner. Ensure funding documents are corrected and resubmitted if rejected for an error. Interface and coordinate FMS funding requirements and documents with field activities and other funding recipients. Interface and coordinate requirements with other Program Directorate divisions and departments, as necessary. Analyze and prepare reports that compare FMS execution plans with actuals and provide weekly status of financial documents with appropriate tasks and participating activities. Provide expert advice and feedback to the Government execution manager on FMS financial issues. Collect, analyze, and review performer FMS incurred cost data. Investigate lagging obligations and expenditures of Aegis BMD field activities and contractors.

DELIVERABLES

Deliverables shall be prepared using best contractor format and shall be provided electronically (i.e., via Email, posting to databases, etc) where feasible. The Offeror shall use Microsoft Office as the primary document/spreadsheet/database application suite unless otherwise directed.

Deliverable Frequency

Contractor's Progress, Status and Management Report/Monthly Status Report – Monthly, first submission ten days after the end of the 1st full months' reporting period and subsequent submittals ten days after the end of the reporting period. Report shall include an Executive Summary which highlights significant accomplishments and variances from tasks for the period. The report shall include a financial spend plan for all funds under contract and performance against that spend plan.

Technical Report – As required

Weekly Security Status report

Monthly Personnel Training report.

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SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

Item 1001AA and 1002AA, and if options are exercised Items 1001BA, 1001CA, 1002BA, 1002CA, 4001DA, 4001EA, 4002DA, 4002EA, 3001BA, 3001CA, 3001BA, 3002CA, 6001DA, 6001EA, 6002DA, 6002EA - Inspection

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001AA	6/27/2007 - 6/26/2008
1001AC	6/27/2007 - 6/26/2008
1001BA	6/27/2008 - 6/26/2009
1001BB	8/13/2008 - 9/30/2008
1001BC	10/1/2008 - 9/30/2009
1001BD	10/1/2008 - 9/30/2009
1001CA	6/27/2009 - 6/26/2012
1001CB	9/10/2009 - 9/9/2010
1001CC	3/24/2011 - 6/26/2012
1001CD	9/9/2011 - 6/26/2012
1002AA	6/27/2007 - 6/26/2008
1002AB	6/27/2007 - 6/26/2008
1002BA	6/27/2008 - 7/17/2009
1002CA	7/27/2009 - 6/26/2010
1002CB	7/17/2009 - 6/26/2010
1002CC	7/17/2009 - 6/26/2010
1002CD	7/17/2009 - 6/26/2010
1002CE	7/17/2009 - 6/26/2010
1002CF	7/17/2009 - 9/30/2009
3001AA	6/27/2007 - 6/26/2008
3001AC	6/27/2007 - 6/26/2008
3001BA	6/27/2008 - 6/26/2009
3001BB	8/13/2008 - 9/30/2008
3001BC	10/1/2008 - 9/30/2009
3001CA	6/27/2009 - 6/26/2012
3001CB	9/10/2009 - 9/9/2010
3001CC	2/11/2011 - 6/26/2012
3001CD	3/24/2011 - 6/26/2012
3002AA	6/27/2007 - 6/26/2008
3002AB	6/27/2007 - 6/26/2008
3002BA	6/27/2008 - 7/17/2009
3002CA	7/27/2009 - 6/26/2010
3002CB	7/17/2009 - 6/26/2010
3002CC	7/17/2009 - 6/26/2010
3002CD	7/17/2009 - 6/26/2010
3002CE	7/17/2009 - 6/26/2010
4002DA	6/27/2010 - 6/26/2011
4002DB	6/27/2010 - 6/26/2011

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4002DC	6/27/2010 - 6/26/2011
4002DD	6/27/2010 - 6/26/2011
4002DE	6/27/2010 - 6/26/2011
4002DF	6/27/2010 - 6/26/2011
4002DG	6/27/2010 - 6/26/2011
4002DH	1/4/2011 - 6/26/2011
4002DJ	6/2/2011 - 9/30/2011
4002DK	8/16/2011 - 9/30/2011
4002EA	6/27/2011 - 6/26/2012
4002EB	6/27/2011 - 6/26/2012
4002EC	6/11/2011 - 6/26/2012
4002ED	6/10/2011 - 6/26/2012
4002EE	6/11/2011 - 6/26/2012
4002EF	2/23/2012 - 9/30/2012
4002EG	2/23/2012 - 9/30/2012
6002DA	6/27/2010 - 6/26/2011
6002DB	6/27/2010 - 6/26/2011
6002DC	6/27/2010 - 6/26/2011
6002DD	6/27/2010 - 6/26/2011
6002DE	6/27/2010 - 6/26/2011
6002DF	6/27/2010 - 6/26/2011
6002DJ	6/27/2012 - 6/26/2013
6002DK	8/10/2011 - 9/30/2011
6002EA	6/27/2011 - 6/26/2012
6002EB	6/27/2011 - 6/26/2012
6002EC	6/11/2011 - 6/26/2012
6002ED	6/11/2011 - 6/26/2012
6002EE	6/11/2011 - 6/26/2012
6002EF	2/23/2012 - 9/30/2012
6002EG	2/23/2012 - 6/26/2012

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

4001DA	6/27/2010 - 6/26/2011
4001EA	6/27/2011 - 6/26/2012
6001DA	6/27/2010 - 6/26/2011
6001EA	6/27/2011 - 6/26/2012

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SECTION G CONTRACT ADMINISTRATION DATA

MOD 32

CONTRACT ADMINISTRATION DATA, incorporate the following:

(a) Obligate funding as follows:

ACCOUNTING DATA/LINE OF ACCOUNTING

4002DJ RG

-

\$53,317

INVOICE INSTRUCTIONS (NAVSEA) (JUN 2007)

(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

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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 (*contracting officer check all that apply*)

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

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

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA391</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

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

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

Send Additional Email Notification To: somer.sanborn@mda.mil
--

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(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

MOD 15

ACCOUNTING DATA/LINE OF ACCOUNTING

MOD 11

1001BA AG 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9E10910P1330 920556 \$400,000.00

1001BD AK 9780400 25FF YLB ETLA W112D0 3G6J23 59200 69893C 503000 F03000 FSR 017519 PSR 318229 DSR 292153 \$33,075.02

MOD 10

3001BC AH 9790400 25FF YL9 ETLA Z139A0 048000 00000 63884C 503000 F03000 FSR 044447 PSR 646533 DSR 152162 \$20,000.00
MOD 8

ACCOUNTING DATA/LINE OF ACCOUNTING

1002BA AE 97-11X8242 8FJT 252 4Q 452 0 068342 2D CCXT08 S44BY PMS 108Z	\$470,747.36
3002BA AE 97-11X8242 8FJT 252 4Q 452 0 068342 2D CCXT08 S44BY PMS 108Z	\$200,000.00

Task Order Manager
Somer Sanborn, PD452-E
17211 Avenue D Suite 160
Dahlgren, VA 22884
somer.sanborn@mda.mil
540-663-1957

Accounting Data

SLINID	PR Number	Amount
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MOD 01

1002AB	N0002408FR47635	272114.00
LLA :		
AB 97-11 X 8242 89JR 252 4Q 452 0 068342 2D CCXT08 54437 PMS 109Z		
3002AB		50000.00
LLA :		
AB 97-11 X 8242 89JR 252 4Q 452 0 068342 2D CCXT08 54437 PMS 109Z		

MOD 01 Funding 322114.00
Cumulative Funding 322114.00

MOD 02

1001AC	N0002408FR47639	952734.00
LLA :		
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408		
3001AC	N0002408FR47639	125000.00
LLA :		
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408		

MOD 02 Funding 1077734.00
Cumulative Funding 1399848.00

MOD 03

1001AC	N0002408FR47639	1953622.73
LLA :		
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408		
1002AB	N0002408FR47635	45000.00
LLA :		
AB 97-11 X 8242 89JR 252 4Q 452 0 068342 2D CCXT08 54437 PMS 109Z		
3001AC	N0002408FR47639	50000.00
LLA :		
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408		
3002AB		5000.00
LLA :		
AB 97-11 X 8242 89JR 252 4Q 452 0 068342 2D CCXT08 54437 PMS 109Z		

MOD 03 Funding 2053622.73
Cumulative Funding 3453470.73

MOD 04

1001AC	N0002408FR47639	1465217.00
LLA :		
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408		

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LLA :
AC 9780400 2520 8 BM WAEG 40603892C00 255Y S12135 MD8E10910P1022 820408

MOD 04 Funding 1515217.00
Cumulative Funding 4968687.73

MOD 17

1001CB N0002409MR32445 220000.00

LLA :

AR See attachment 15: FAD sheet for Mod 17

Standard Number: F2TSYA9119G001 AA

1001 CB AR 9790400 25FF YL9 ETLA Z538D0 048000 00000 91598C 503000 F03000 FSR
045905 PSR 265517 DSR 169603

3001CB N0002409MR32445 40000.00

LLA :

AR See attachment 15 - FAD Sheet for Mod 17

Standard Number: F2TSYA9119G001 AA

3001 CB AR 9790400 25FF YL9 ETLA Z538D0 048000 00000 91598C 503000 F03000 FSR
045905 PSR 265517 DSR 169603

MOD 17 Funding 260000.00
Cumulative Funding 5228687.73

MOD 18 Funding 0.00
Cumulative Funding 5228687.73

MOD 19

1002AB N0002408FR47635 (47460.00)

LLA :

AB 97-11 X 8242 89JR 252 4Q 452 0 068342 2D CCXT08 54437 PMS 109Z

MOD 19 Funding -47460.00
Cumulative Funding 5181227.73

MOD 20

1001CA N0002409MR32446 1173337.00

LLA :

AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449

Standard Number: MDOM10910P1767 AA

3001CA N0002409MR32446 175000.00

LLA :

AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449

Standard Number: MDOM10910P1767 AA

MOD 20 Funding 1348337.00
Cumulative Funding 6529564.73

MOD 21

1001CA N0002409MR32446 3430354.00

LLA :

AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449

Standard Number: MDOM10910P1767 AA

3001CA N0002409MR32446 92000.00

LLA :

AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449

Standard Number: MDOM10910P1767 AA

MOD 21 Funding 3522354.00
Cumulative Funding 10051918.73

MOD 22

1001BC N0002410MR55322 (20162.13)

LLA :

AH 979040025FFYL9ETLAZ139AO0480000000063884C503000F03000FSR044447PSR646533DSR152162

3001BC N0002410MR55322 (13057.35)

LLA :

AH 979040025FFYL9ETLAZ139AO0480000000063884C503000F03000FSR044447PSR646533DSR152162

MOD 22 Funding -33219.48

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Cumulative Funding 10018699.25

MOD 23

1001CA N0002409MR32446 2380000.00
 LLA :
 AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449
 Standard Number: MDOM10910P1767 AA

3001CA N0002409MR32446 120000.00
 LLA :
 AT 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MDOM10910P1767 021449
 Standard Number: MDOM10910P1767 AA

MOD 23 Funding 2500000.00
 Cumulative Funding 12518699.25

MOD 24

1002CC N0002410MR55462.00 (25000.00)
 LLA :
 AM 97- 11 X 8242 8NJU 2524Q 45200683422D CCXT02 E44GFESS102Z

1002CE N0002410MR55462.00 25000.00
 LLA :
 RA 97- 11 X 8242 2862 25274 62200659162D PJAA44 82548 0040CAN

4002DA N0002410MR55462.00 209838.00
 LLA :
 AN 97- 11 X 8242 8WJU 2524Q 45200683422D CCXT07 H44HH ESS107Z
 Standard Number: N0002408PD50656

4002DB N0002410MR55462.00 24621.00
 LLA :
 RB 97- 11 X 8242 2862 25274 62200659162D PJAH44 835080060CAM

4002DC N0002410MR55462.00 97331.00
 LLA :
 RA 97- 11 X 8242 2862 25274 62200659162D PJAA44 82548 0040CAN

4002DD N0002410MR55462.00 10044.00
 LLA :
 RE 97- 11 X 8242 28622527462200659162D PJA344 913480040FQV

4002DE N0002410MR55462.00 10044.00
 LLA :
 RD 97- 11 X 8242 28622527462200659162D PJA344 009580030FON

4002DF N0002410MR55462.00 41032.00
 LLA :
 RF 97- 11 X 8242 2862 25274 6220065916 2D PJAH449279S 9120FJW

4002DG N0002410MR55462.00 16410.00
 LLA :
 RC 97- 11 X 82422862 25274 6220065916 2D PJAH44 00608 0340FLW

6002DA N0002410MR55462.00 20000.00
 LLA :
 AN 97- 11 X 8242 8WJU 2524Q45200683422D CCXT07H44HH ESS107Z

6002DB N0002410MR55462.00 1000.00
 LLA :
 RB 97- 11 X 8242 2862 25274 62200659162D PJAH44 835080060CAM

6002DC N0002410MR55462.00 60000.00
 LLA :
 RA 97- 11 X 8242 2862 25274 62200659162D PJAA44 82548 0040CAN

6002DD N0002410MR55462.00 5000.00
 LLA :
 RD 97- 11 X 8242 28622527462200659162D PJA344 009580030FON

6002DE N0002410MR55462.00 10000.00
 LLA :
 RF 97- 11 X 8242 2862 25274 62200659162D PJAH44 9279S 9120FJW

6002DF N0002410MR55462.00 4000.00
 LLA :
 RC 97- 11 X 8242 2862 25274 62200659162D PJAH44 00608 0340FLW

MOD 24 Funding 509320.00
 Cumulative Funding 13028019.25

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MOD 25 Funding 0.00
Cumulative Funding 13028019.25

MOD 26

4002DA N0002410MR55462.00 (17395.00)
LLA :
AN 97- 11 X 8242 8WJU 2524Q 45200683422D CCXT07 H44HH ESS107Z
Standard Number: N0002408PD50656

4002DC N0002410MR55462.00 (17400.00)
LLA :
RA 97- 11 X 8242 2862 25274 62200659162D PJAA44 82548 0040CAN

4002DH 34795.00
LLA :
AU 97-11X8242 PPL4 251 SA S16 0 068342 2D 000000 FMSAD 425 25CS

MOD 26 Funding 0.00
Cumulative Funding 13028019.25

MOD 27

3001CC N0002411MR55120 40000.00
LLA :
EJ 97201120120400D2520XCSCM109-10-FY1112-710000-255.1HQ00061237104-000-40603892C0004441
1
Standard Number: HQ000612371 AA

MOD 27 Funding 40000.00
Cumulative Funding 13068019.25

MOD 28

1002CF (8273.23)
LLA :
AS 97-11X8242 PPK4 251 XM S16 0 068342 2D 000000 FMSAD 42525CS

4002DA N0002410MR55462.00 (17400.00)
LLA :
AN 97- 11 X 8242 8WJU 2524Q 45200683422D CCXT07 H44HH ESS107Z
Standard Number: N0002408PD50656

4002DC N0002410MR55462.00 42400.00
LLA :
RA 97- 11 X 8242 2862 25274 62200659162D PJAA44 82548 0040CAN

MOD 28 Funding 16726.77
Cumulative Funding 13084746.02

MOD 29

1001CC N0002411MR55228 100000.00
LLA :
EK 97 201120120400D 2520 XC SM109-10-FY1112-710000-255.1- HQ000614029 04-000-40603892C
00 044411

3001CD N0002411MR55228 230000.00
LLA :
ER 97 201120120400D 2520 XC SM109-10-FY1112-710000-255.1- HQ000614029 04-000-40603892C
00 044411

4002DH N0002411MR55228 90000.00
LLA :
AU 97-11X8242 PPL4 251 SA S16 0 068342 2D 000000 FMSAD 425 25CS

MOD 29 Funding 420000.00
Cumulative Funding 13504746.02

MOD 30 Funding 0.00
Cumulative Funding 13504746.02

MOD 31 Funding 0.00
Cumulative Funding 13504746.02

MOD 32

4002DJ 1300205894 53317.00
LLA :

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RG 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000757025

MOD 32 Funding 53317.00
Cumulative Funding 13558063.02

MOD 33 Funding 0.00
Cumulative Funding 13558063.02

MOD 34

4002EA 93000.00
LLA :
AN 97- 11 X 8242 8WJU 252 4Q 452 0 068342 2D CCXT07 H44HH ESS 107Z

4002EB 11800.00
LLA :
RB 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 83508 006 OCAM

4002EC 5400.00
LLA :
RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAM44 00688 006 OFPX

4002ED 90000.00
LLA :
RH 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 02188 009 OFNC

4002EE 38800.00
LLA :
RC 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 00608 034 OFLW

6002EA 28000.00
LLA :
AN 97- 11 X 8242 8WJU 252 4Q 452 0 068342 2D CCXT07 H44HH ESS 107Z

6002EB 3700.00
LLA :
RB 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 83508 006 OCAM

6002EC 2000.00
LLA :
RG 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAM44 00688 006 OFPX

6002ED 28000.00
LLA :
RH 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 02188 009 OFNC

6002EE 13300.00
LLA :
RC 97- 11 X 8242 2862 252 74 622 0 065916 2D PJA44 00608 034 OFLW

MOD 34 Funding 314000.00
Cumulative Funding 13872063.02

MOD 35

4002DJ 1300205894 1917.50
LLA :
RG 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000757025

4002DK 1300205894 12500.00
LLA :
RG 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000757025

MOD 35 Funding 14417.50
Cumulative Funding 13886480.52

MOD 36

1001CD 345000.00
LLA :
GA 9710400 2520 XC SM109 - 10-710 00 0-255. 1 04-000-406 03892C00 044411

MOD 36 Funding 345000.00
Cumulative Funding 14231480.52

MOD 37 Funding 0.00
Cumulative Funding 14231480.52

MOD 38 Funding 0.00
Cumulative Funding 14231480.52

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MOD 39 Funding 0.00
Cumulative Funding 14231480.52

MOD 40 Funding 0.00
Cumulative Funding 14231480.52

MOD 41

4002EF 12000.00
LLA :
RL 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001043195

4002EG 67980.00
LLA :
RL 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001043195

MOD 41 Funding 79980.00
Cumulative Funding 14311460.52

MOD 42

4002EA 50000.00
LLA :
AN 97- 11 X 8242 8WJU 252 4Q 452 0 068342 2D CCXT07 H44HH ESS 107Z

4002EB 9000.00
LLA :
RB 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAH44 83508 006 OCAM

4002EC (4000.00)
LLA :
RJ 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAM44 00688 006 OFPX

4002ED (43000.00)
LLA :
RH 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAH44 02188 009 OFNC

4002EE (11000.00)
LLA :
RC 97- 11 X 8242 2862 252 74 622 0 065916 2D PJAH44 00608 034 OFLW

MOD 42 Funding 1000.00
Cumulative Funding 14312460.52

MOD 43

4002DH N0002411MR55228 (25787.72)
LLA :
AU 97-11X8242 PPL4 251 SA S16 0 068342 2D 000000 FMSAD 425 25CS

MOD 43 Funding -25787.72
Cumulative Funding 14286672.80

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
1001AA	1,864,413.00	135,587.00	0.00	2,000,000.00	27,468.80	06/27/2007 - 06/26/2008
1001BA	6,126,670.00	448,143.00	0.00	6,574,813.00	101,540.10	06/27/2008 - 06/26/2009
1001BC	55,793.87	4,044.00	0.00	59,837.87	923.70	10/01/2008 - 09/30/2009
1002AB	250,596.91	19,057.09	0.00	269,654.00	4,744.00	06/27/2007 - 06/26/2008
1002CA	101,005.00	7,831.00	0.00	108,836.00	1,698.60	07/27/2009 - 06/26/2010
3001AA	0.00	0.00	0.00	200,000.00	0.00	06/27/2007 - 06/26/2008
3001BA	0.00	0.00	0.00	350,000.00	0.00	06/27/2008 - 06/26/2009

SECTION I CONTRACT CLAUSES

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 contract 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

OPTION ITEM(S) LATEST EXERCISE DATE

1001BA and 3001BA 12 MATOA

1002BA and 3002BA 12 MATOA

1001CA and 3001CA 02 July 2009

1002CA and 3002CA 12 months after exercise of 1002BA and 3002BA

4001DA and 6001DA 12 months after exercise of 1001CA and 3001CA

4002DA and 6002DA 12 months after exercise of 1002CA and 3002CA

4001EA and 6001EA 12 months after exercise of 4001DA and 6001DA

4002EA and 6002EA 12 months after exercise of 4002EA and 6002EA

MATOA = months after task order award

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: DD254

Attachment 2: Financial Accounting Data Sheet for Modification 00 \$2,200,000.00

Attachment 3: Financial Accounting Data Sheet for Modification 1 \$322,114.00

Attachment 4: Financial Accounting Data Sheet for Modification 2 \$1,077,734.00

Attachment 5: Financial Accounting Data Sheet for Modification 3 \$2,053,622.73

Attachment 6: Financial Accounting Data Sheet for Modification 4 \$1,515,217.00

Attachment 7: Financial Accounting Data Sheet for Modification 6 \$2,941,040.00

Attachment 8: Financial Accounting Data Sheet for Modification 8 \$670,747.36

Attachment 9: Financial Accounting Data Sheet for Modification 9 \$3,943,773.00

Attachment 10: Financial Accounting Data Sheet for Modification 10 \$100,000

Attachment 11: Financial Accounting Data Sheet for Modification 11 \$433,075.02

Attachment 12: Financial Accounting Data Sheet for Modification 12 \$2,689,852.00

Attachment 13: Financial Accounting Data Sheet for Modification 15 \$661,549.00

Attachment 14: Financial Accounting Data Sheet for Modification 16 \$0.00

Attachment 15: Financial Accounting Data Sheet for Modification 17

Attachment 16: Financial Accounting Data Sheet for Modification 18

Attachment 17: Financial Accounting Data Sheet for Modification 19

Attachment 18: Financial Accounting Data Sheet for Modification 20

Attachment 19: Financial Accounting Data Sheet for Modification 21

Attachment 20: Financial Accounting data Sheet for Modification 22 \$33219.48

Attachment 21: Financial Accounting data Sheet for Modification 23 \$2,500,000.00

Attachment 22: Financial Accounting data Sheet for Modification 24 \$509,320

Attachment 23: Financial Accounting Data Sheet for Modification 26.

Attachment 24: Financial Accounting Data Sheet for Modification 27

Attachment 25: Financial Accounting Data Sheet for Modification 28

Attachment 26: Financial Accounting Data Sheet for Modification 29

Attachment 27: Financial Accounting Data Sheet for Modification 34 \$314,000.00