## Amendment of Solicitation/Modification of Contract

### 1. Contract ID Code

<table>
<thead>
<tr>
<th>1</th>
<th>R</th>
</tr>
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<tbody>
<tr>
<td>P00009</td>
<td>08-Jun-2006</td>
</tr>
</tbody>
</table>

### 2. Amendment/Modification No.

| P00009 | 08-Jun-2006 |

### 3. Effective Date

| 08-Jun-2006 |

### 4. Requisition/Purchase Req. No.

| N0002408MR51038 |

### 5. Project No. (If applicable)

| |

### 6. Issued By

<table>
<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>N00024</td>
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### 7. Administered By (If other than item 6)

<table>
<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>S0514A</td>
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</tbody>
</table>

### 8. Name and Address of Contractor

<table>
<thead>
<tr>
<th>No., Street, County, State and Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY</td>
</tr>
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</table>

### 9. Amendment of Solicitation No.

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
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<tr>
<td>01-Nov-2005</td>
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### 10. MOD. of Contract/Order No.

<table>
<thead>
<tr>
<th>Code</th>
</tr>
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<tbody>
<tr>
<td>P00009</td>
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### 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 Offer is extended, is not extended.

- Offer 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:
  - By completing Items 8 and 15, and returning copies of the amendment;
  - By acknowledging receipt of this amendment on each copy of the offer submitted;
  - By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 Schedule

### 13. This Item Applies Only to Modifications of Contract/Orders

- It modifies the contract/order no. as described in Item 14.

### 14. Description of Amendment/Modification

- Modification Control Number: vscharrj064011

### 15. Name and Title of Signer

- (Signature of person authorized to sign)

### 16. Name and Title of Contracting Officer

- SCOTT S. ANDERSON / SEA 022 - CONTRACTING OFFICER

### 17. United States of America

- (Signature of Contracting Officer)

### Exception to SF 30

Approved by OIRM 11-84

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA

FAR (48 CFR) 53.243
SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to revise the list of members of the Performance-Based Award Fee Evaluation Board, update Section G to reflect the current Administrative Contracting Officer (ACO) and Contracting Officer’s Representatives (CORs), and provide additional funding under SLIN 000102 for Integrated Planning Yard Services, SLIN 000402 for Integrated Shipboard Electronics Support Activity Services, SLINs 000601 and 000602 for LCES Core Engineering Services, and SLIN 000701 for LPD 17 Class Engineering Services as follows:

SECTION B - SUPPLIES OR SERVICES AND PRICES

Clause B-1, entitled “AWARD FEE”, paragraph 2(d) is hereby deleted and replaced with the following revised list of Performance-Based Award Fee Evaluation Board members:

“Performance-Based Award Fee Evaluation Board. The Contractor shall be paid such award as may be determined to be appropriate by an AFDO, hereby designated as the LPD 17 Program Manager. For performance-based award fees, the AFDO shall make the determination based on recommendations of an Award Fee Evaluation Board (AFEB) consisting of the Chairperson (or a designated representative) and no fewer than three of the following members (or designated alternates):

CHAIRPERSON
PMS 317 Deputy Program Manager

MEMBERS
(1) PMS 317 Life Cycle Director (Deputy Chairman)
(2) PMS 317 Systems Integration & Test Manager
(3) Naval Sea Systems Command (NAVSEA) 02 Procuring Contracting Officer
(4) DCMA San Diego
(5) PMS 317 Business Financial Manager
(6) PMS 317 Logistics Director
(7) TBD Fleet Representative”

SECTION G - CONTRACT ADMINISTRATION DATA

Paragraph G-3 is hereby deleted and replaced with the following paragraph which revises the Contracting Officer’s Representative(s) (COR):

G-3 CONTRACTING OFFICER'S REPRESENTATIVE: (The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.)

COMMANDER
NAVAL SEA SYSTEMS COMMAND
PEO SHIPS
ATTN: Wade Webster (PMS 317W)
1333 ISAAC HULL AVENUE STOP 2401
WASHINGTON NAVY YARD DC 20376-2401
Telephone No. (202) 781-3756
Paragraph G-4 is hereby deleted and replaced with the following paragraph which revises the Administrative Contracting Officer (ACO):

**G-4 ADMINISTRATIVE CONTRACTING OFFICER**
DCMA SAN DIEGO
ATTN: BRODY HAYDEL
7675 DAGGET STREET
SUITE 200
SAN DIEGO, CA 92111-2241
Telephone No. (858) 495-7498

Paragraph G-5 is hereby deleted and replaced with the following paragraph which revises the list of CORs authorized to issue Technical Instructions (TIs) under this contract:

**G-5 TECHNICAL INSTRUCTIONS PROCESS**

(a) Technical Instructions (TI) shall be issued by letter. The estimated man hours and associated cost (per the pricing in Section B) for the effort to be performed will be identified in each individual TI.

(b) TIs will normally be in writing. Oral instructions may be placed only in emergency circumstances; in which case, a confirming email shall be sent within one (1) working day and a written TI will be issued within seven (7) working days of the oral instruction. Only Contracting Officers or Contracting Officer Representatives (COR) may issue instructions, within the maximum funded dollar limitation.

(c) The contracting officers under this contract are the PCO, Mr. Scott Anderson, NAVSEA 02 - (202) 781-2809; and ACO Brody Haydel, DCMA San Diego – (858) 495-7498.

The CORs are as follow:

Mr. Fred Therrien, PMS 317A1, (202) 781-2888, for all PSA and Data CLINS
Mr. Brooks T. Farnsworth, PMS 317CE, (202) 781-4802, for all LCE&S Core Services, IPY, ISE SAS, RDT&E and Data CLINS.
Accounting and Appropriation

Summary for the Payment Office

Funding Data is provided on the attached Financial Accounting under SLINs 000102, 000601, 000602, 000701 are increased by

As a result of this modification, the total funded amount for this document was increased from $11,042,739.20 by $3,300,131.00 to $14,342,870.20.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Section H, NAVSEA 5252.232-9104, ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993), is restated as shown below:

“NAVSEA 5252.232-9104 - ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in Section B. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated</th>
<th>Allotted to Base</th>
<th>Estimated Period</th>
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</thead>
<tbody>
<tr>
<td>000101</td>
<td></td>
<td></td>
<td>31-Aug-06</td>
</tr>
<tr>
<td>000102</td>
<td></td>
<td></td>
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</tr>
<tr>
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<td>0010</td>
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<td>31-Dec-05</td>
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<tr>
<td>TOTAL</td>
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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 contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 0001, 0004, 0006, 0007 and 0010 (estimated hours) 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.”

The total amount funded under this contract as a result of this modification is [REDACTED].

Except as modified above, all other terms and conditions of contract N00024-06-C-2207 remain unchanged and in full force.

(End of Summary of Changes)