

| | | | | |
|--|----------------------------------|--|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 02 | 3. EFFECTIVE DATE 14-Apr-2009 | 4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58949 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 sharon.hess@navy.mil 850-234-4413 | CODE N61331 | 7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427 | | CODE S3915A |

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR14 |
| | 10B. DATED (SEE ITEM 13) 27-Feb-2009 |
| CAGE CODE 1NPU4 | FACILITY CODE 020278375 |

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)

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 checked="" 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 type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

| | | | |
|---|------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M. Hines, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/M. Hines | 16C. DATE SIGNED 16-Apr-2009 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

| | | | |
|----------------------------------|----------------------------|----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------|-------|

GENERAL INFORMATION

The purpose of this modification is to: 1) add the Task Order Manager and 2) correct the Procurement Request number for Slin 100002 in Section G of modification 01.

Accordingly, said Task Order is modified as follows:

1). Change the Task Order Manager to read:

Juan Acaron, Code E32
110 Vernon Avenue
Panama City, FL 32407
juan.acaron@navy.mil

850-235-5799

2). Change the purchase request number on modification 01 Slin 100002 Section G page 23 of 32 to read 90838581.

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

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$690699.00 to \$690699.00.

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 1 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

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 |
|--------|---|---------|----------------|--------------|----------------|
| 1000 | See FAR 16.306(d) (2) Provide services for the Landing Craft Air Cushion (LCAC). Services include technical research, logistics systems monitoring and development of accurate logistics product to assist the In-Service Engineering Agent (ISEA) and Logistics Manager with support to the LCAC, per Section C Statement of Work (SOW), DD Form 254, and Contract Data Requirements List (CDRL). (O&MN,R) | 33.0 LY | \$2,744,582.00 | \$219,567.00 | \$2,964,149.00 |
| 100001 | INCREMENTAL FUNDING ACRN:AA \$120,000 PR# 90280954 (O&MN,R) | | | | |
| 100002 | Incremental Funding PR 90838581 \$193,579.00 (O&MN,R) | | | | |
| 100003 | Incremental Funding PR 90838584 \$67,120.00 (O&MN,R) | | | | |
| 100004 | Incremental Funding PR 90838585 \$150,000.00 (O&MN,R) | | | | |
| 100005 | Incremental Funding PR 90838586 \$100,000.00 | | | | |

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 2 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

(O&MN,R)

100006 Incremental
Funding PR
90838587
\$60,000.00
(O&MN,R)

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|--|-----|------|--------------|
| 3000 | Other Direct Cost (ODC) required to perform effort under CLIN 1000. Material cost is \$300,000 and Travel cost is \$25,000. (OTHER) | 1.0 | Lot | \$333,450.00 |

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|--|------|------|----------------|--------------|----------------|
| 4000 | See FAR 16.306(d) (2) Provide services for the Landing Craft Air Cushion (LCAC). Services include technical research, logistics systems monitoring and development of accurate logistics product to assist the In-Service Engineering Agent (ISEA) and Logistics Manager with support to the LCAC, per Section C Statement of Work (SOW), DD Form 254, and Contract Data Requirements List (CDRL). (OTHER) Option | 33.0 | LY | \$2,854,368.00 | \$228,349.00 | \$3,082,717.00 |
| 4001 | See FAR 16.306(d)(2) Provide services for the Landing Craft Air Cushion (LCAC). Services include technical | 33.0 | LY | \$2,968,536.00 | \$237,483.00 | \$3,206,019.00 |

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 3 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

research,
logistics systems
monitoring and
development of
accurate
logistics product
to assist the
In-Service
Engineering Agent
(ISEA) and
Logistics Manager
with support to
the LCAC, per
Section C
Statement of Work
(SOW), DD Form
254, and Contract
Data Requirements
List (CDRL).
(OTHER)
Option

4002 See FAR 16.306(d) 33.0 LY \$3,087,271.00 \$246,982.00 \$3,334,253.00

(2) Provide
services for the
Landing Craft Air
Cushion (LCAC).
Services include
technical
research,
logistics systems
monitoring and
development of
accurate
logistics product
to assist the
In-Service
Engineering Agent
(ISEA) and
Logistics Manager
with support to
the LCAC, per
Section C
Statement of Work
(SOW), DD Form
254, and Contract
Data Requirements
List (CDRL).
(OTHER)
Option

4003 See FAR 16.306(d) 33.0 LY \$3,210,762.00 \$256,861.00 \$3,467,623.00

(2) Provide
services for the
Landing Craft Air
Cushion (LCAC).
Services include
technical
research,
logistics systems
monitoring and
development of
accurate
logistics product
to assist the

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 4 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

In-Service
Engineering Agent
(ISEA) and
Logistics Manager
with support to
the LCAC, per
Section C
Statement of Work
(SOW), DD Form
254, and Contract
Data Requirements
List (CDRL).
(OTHER)
Option

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|------|--|---------|--------------|
| 6000 | Other Direct Cost (ODC) required to perform effort under CLIN 4000. Material cost is \$300,000 and Travel cost is \$25,000. (OTHER) Option | 1.0 Lot | \$333,450.00 |
| 6001 | Other Direct Cost (ODC) required to perform effort under CLIN 4001. Material cost is \$300,000 and Travel cost is \$25,000. (OTHER) Option | 1.0 Lot | \$333,450.00 |
| 6002 | Other Direct Cost (ODC) required to perform effort under CLIN 4002. Material cost is \$300,000 and Travel cost is \$25,000. (OTHER) Option | 1.0 Lot | \$333,450.00 |
| 6003 | Other Direct Cost (ODC) required to perform effort under CLIN 4003. Material cost is \$300,000 and Travel cost is \$25,000. (OTHER) Option | 1.0 Lot | \$333,450.00 |

EXERCISE OF AWARD TERMS

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 5 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

The Award Term provisions in Section H of the contract apply to CLINS 4000, 4001, 4002, 4003, 6000, 6001, 6002, and 6003. If elected, Award Term options will be exercised prior to the end of the then current contract year. For example, the Award Term for Year 2 will be awarded prior to the end of Base Year, the Award Year 3 will be exercised prior to end of Year 2, and so on. Exercise of Award Terms for performance beyond the expiration of the basic contract of 4 April 2010 is contingent on the basic contract being extended by the PCO.

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 6 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR SUPPORT TO THE LANDING CRAFT, AIR CUSHION (LCAC) TECHNICAL SUPPORT ACTIVITY

1.0 SCOPE

The Naval Surface Warfare Center, Panama City Division (NSWC PCD) is the Systems Integration Agent (SIA), In-Service Engineering Agent (ISEA), and Technical Support Activity (TSA) in support of the Landing Craft, Air Cushioned (LCAC) program. The NSWC PCD provides support in all aspects of the LCAC program, specifically; LCAC specifications, in-service engineering, life cycle sustainment, fleet level operations and maintenance, and integrated logistics management. This effort provides for the support to on-going programs managed by the NSWC PCD Logistics Managers for LCAC. The Government requires a level of effort from Subject Matter Experts (SME) with in-depth knowledge of the LCAC logistics support baseline and the processes to continue program support. This Statement of Work (SOW) describes the requirements to be provided by the Contractor in delivery of logistics and administrative support services to adequately support sustainment of legacy logistics products, managing Fleet Modernization Program (FMP) support, development of support to new equipment being introduced into the LCAC program, and related technical documentation and administrative support. Services include technical research, logistics system monitoring and development of accurate logistics products to assist the ISEA and Logistics Manager with support to LCAC. The Contractor shall provide a level of effort to support the task areas specified in this SOW for comprehensive logistics support to LCAC, including supportability, maintenance planning, supply support, support equipment management, program support, training, and feedback resolution.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Statement of Work to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only.

2.1 MILITARY SPECIFICATIONS

- a. MIL-PRF-49506 Performance Specification, Logistics Management Information; dated 11 November 1996
- b. MIL-M-38784B Manuals; Technical: General Style and Format Requirements
- c. MIL-M-15071H Manuals; Technical: Equipment and Systems Content Requirements, Technical
- d. MIL-PRF-29612B, Guidance for Acquisition of Training Data Products and Services, 31 August 2001.

2.2 MILITARY STANDARDS: None

2.3 OTHER DOCUMENTS

- a. NAVSEA Technical Manual S9LCA-AA-SSM-010; Safe Engineering and Operations Manual for Landing Craft, Air Cushion (latest revision).
- b. Coordinated Shipboard Allowance List (COSAL) Preparation and Maintenance Manual (SPCCINST 4441.173)
- c. LCAC Craft Alteration Records
- d. LCAC Alterations Equivalent to Repair

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 7 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

- e. MIL-HDBK-502, DoD Handbook, Acquisition Logistics; dated 30 May 1997
- f. PSNS Det Boston Document Type Definition (DTD); dated 9 November 1998

3.0 REQUIREMENTS

There are two objectives of logistics management and sustainment requirements. The first objective is for the development and sustainment of support to the LCAC operating fleet. Technical support problems in operations and maintainability may be the result of direction from the LCAC program office, NSWC PCD's own analysis, or feedback generated by actual fleet operating units. This includes the assessment and reporting of supportability areas for impact and the development of support products. The second objective is the initiation of new support products, and the revision of legacy products, for systems under development in support to the LCAC Service Life Extension Program (SLEP). The Contractor shall, using the guidance of SOW paragraphs 2.1 and 2.3, provide a level of effort of engineering, logistics, analytical, programmatic, and administrative support services within the following task areas. Note: Attachment 1 to this SOW provides a list of the acronyms used in this SOW.

3.1 Task Area 1. Supportability Analysis (SA)

The Contractor shall conduct a SA when changes to craft configuration are initiated due to authorized craft alterations (CRAFTALTs), system or sub-system redesigns, or the inclusion of new equipment. The Contractor shall, as part of the SA, analyze the current support for logistics elements affected and the activity required for its resolution. The results of the analyses will be provided as an Impact Assessment in accordance with CDRL A001. For planning purposes, ten (10) analyses are anticipated for this area.

3.2 Task Area 2. Provisioning

Provisioning activity will include the preparation and submission of Interactive Computer Aided Provisioning System (ICAPS) records for new equipment installations and file maintenance updates resulting from FMP, ISEA engineering and Fleet feedback during the period of performance. For each, the Contractor shall conduct a desktop Repair Level Analysis to determine proper repair and maintainability coding, collect engineering data for provisioning (EDFP), prepare online ICAPS records for transmittal to Navy Inventory Control Point-Mechanicsburg, PA (NAVICP-M), and compile technical data packages and provide to NAVICP-M. After each submission, the Contractor shall monitor Weapon System File (WSF) updates for accuracy. Each provisioning action will be submitted in accordance with CDRL A002.

3.2.1 New Installations. New equipment will be introduced by way of Fleet Modernization Program (FMP), system upgrades or from the LCAC SLEP program. Upon receipt of a new design package, the Contractor shall collect engineering data for provisioning (EDFP) and determine the appropriate coding for maintenance and supply system management. The Contractor shall conduct a desktop Failure Modes Effects and Repair Level Analyses to determine proper repair and maintainability coding. Interactive Computer Aided Provisioning System (ICAPS) data files and supporting engineering technical data will be developed and provided in accordance with CDRL A002. NAVICP actions will be monitored to ensure proper support for the Assault Craft Units (ACUs). For planning purposes, the government expects that there will be thirty-five (35) new equipments per year requiring complete analyses and provisioning.

3.2.2 Provisioning Updates. NAVICP's equipment configuration files will require updating when changes occur resulting from reliability upgrades and the FMP. The Contractor shall analyze the impact to LCAC's configuration files and supply system support resulting from these upgrades. The Contractor shall update the configuration within the Weapon System File with use of ICAPS, monitor NAVICP actions after each update, and submit data in accordance with CDRL A002. Approximately Ninety-five (95) equipment upgrades are expected during this tasking.

3.2.3 Allowance Equipage Lists (AELs) Updates. AELs indicate visibility of required tooling, testing equipment, safety and damage control equipment, as well as additional loose equipment that support mission operations. The Contractor shall document revisions through use of ICAPS and the collection and submission of technical data information suitable for transmission to Naval Sea Logistics Center (NAVSEALOGCEN) in accordance with CDRL A002. It is anticipated that ten (10) AEL updates will be required during this tasking.

3.2.4 NSWC PCD currently repairs numerous circuit card assemblies and equipments for LCAC. The Contractor shall review and identify all components which NSWC PCD or their sub-contractors currently repair. When determined as cost

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 8 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

effective and warranted repair actions, the Contractor shall update ICAPS data to ensure NAVICP files reflect NSWC PCD is designated as the authorized Drop-Off Point (DOP) and submit to NAVICP in accordance with CDRL A002.

3.2.5 Real-time Reutilization Asset Management (R-RAM) Parts Identification. The Contractor shall support the review of government provided parts listings to identify National Stock Number (NSN) items. Reviews will verify NSNs on the items that already have a stock number listed within the inventory records. This review will ensure the NSN is for the listed item and is still applicable to any LCAC configuration within the fleet. When appropriate, the applicable Allowance Parts List (APL)/AELs will be annotated.

3.2.6 The Contractor shall review Local Item Control Numbers (LICN) where material is listed with a reference such as a drawing and find number. The Contractor shall research these thoroughly with drawings and other technical data to determine if a true vendor part number or NSN exists. These will be reviewed to determine if there is an existing NSN in the system. During this review, the Contractor shall also determine if some items having an NSN should remain as LICNs; e.g., items that have a suitable substitute assigned but still applicable to some LCAC's configuration, or items found to be nonstandard and not candidate for cataloguing into the Federal Supply System. The completed reviews will create some level of follow on activity. Some items will have a NSN but be not applicable to an existing APL's configuration. These will be reviewed if an update to the APL is suggested and ICAPS updates shall be accomplished as required.

3.3 Task Area 3. Fleet Modernization

The Government plans and performs alterations on LCAC to resolve many different issues (e.g., safety issues, mission changes, enhancements in reliability, back fit to equipment upgrades, etc.). The Contractor shall support these efforts by reviewing expected supportability issues with the upgrade; performing integrated logistics support (ILS) impact assessments; and developing resolutions in areas such as supply support, training, maintenance planning, and scheduled maintenance assist documents. It is estimated that there will be thirty (30) alterations and/or revised alterations developed during this tasking.

3.3.1 Assess, Report ILS Impacts. For each alteration the Contractor shall conduct an assessment to identify support impacts, the actions required resolving them and the cost associated with the resolution. A report highlighting the impacts will be provided in accordance with CDRL A003.

3.3.2 Develop Integrated Logistics Support-Certification Form (ILS-CF). The Contractor shall generate an ILS-CF for each alteration package. Contents will include all known alteration technical and supportability data. The ILS-CF shall be provided in accordance with CDRL A003.

3.3.3 Red Line Review and Logistics Assessment Report (LAR) Process for ILS. The Contractor shall review and research redlined drawings from engineers along with redlined Alterations forwarded for review and corrections and then put into a LAR and send with all needed correctable information identified to the program office to update drawings and documents to proceed forward with the logistics for a final ILS-CF. This effort in turn will produce an approved Craft Alteration/Configuration Control Document (CCD) and will expedite the logistics process. It is anticipated that thirty (30) redline review Alterations will be required during this tasking. See CDRL A003.

3.3.4 Alteration Installation Team (AIT) Data Packages. The Contractor shall gather all ILS information required to support a Government or other Contractor AIT to install Alterations on LCACs. The Contractor shall collect multiple forms along with applicable documentation (drawings, technical manuals, planned maintenance, provisioning documentation craft, change documents, Form 4790 2Ks, logistics verifications sheets, data validation sheets) made into a hard copy where feasible and burned onto compact discs for installation teams. Anticipate fifteen (15) Alteration Installation Team data packages will be required during this tasking. See CDRL A003.

3.3.5 Management of Material Usage Information. An average of 3,000 material usage line items are drawn down from the U.S. Navy Open Architecture Reporting System (OARS) on a quarterly basis. The Contractor shall research and analyze the resulting information for LCAC in support of NSWC-PCD as well as other ILS departments (R&M and Special Projects) on a daily basis.

3.3.6 Updates to WEBLOG. The Contractor shall monitor and maintain NAVSEA WEBLOG Database with up-to-date CCD logistics information pertaining to LCAC.

| | | | |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 9 of 32 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

3.4 TASK 4. Maintenance Index Pages (MIP)/Maintenance Requirement Cards (MRC) Management

The Government develops MRC and MIP to develop maintenance tasks that will prevent a decrease in reliability, a loss of mission capability, a deterioration of safety to unacceptable levels, or significantly reduce the life cycle cost. Scheduled maintenance document development or revision shall be performed online by the Contractor using the U.S. Navy Organizational Planned Maintenance Management Information System (OPMSMIS). A Reliability Centered Maintenance (RCM) Analysis and worksheets will be required on those that impact man-hours. The Contractor shall provide an impact assessment report justifying the RCM. No RCM activity will be accomplished without government approval and funding. Products supporting the following tasks will be delivered in accordance with CDRL A004.

3.4.1 New Scheduled Maintenance Requirements. New MIP/MRC are required when new equipment is introduced in the LCAC program or when the need becomes known for existing equipment. When the need for development of new scheduled maintenance requirements is identified, the Contractor shall analyze requirements and develop documentation to support the new scheduled maintenance requirement documented in the form of new MIP/MRCs. After approval, the Contractor shall submit the change using OPMSMIS. For planning purposes, two (2) new MIP/MRC documents are anticipated for this task.

3.4.2 Scheduled Maintenance Requirements Revision Activity. When the need to update current MIP/MRC documents become known, the Contractor shall review the existing documentation for activity required. Requirements for updating MRC development will be initiated with a proposed MRC illustrating the change for government consideration will be provided. After approval, the Contractor shall submit the change using OPMSMIS. It is anticipated that ten (10) MIP/MRC updating actions will be required.

3.4.3 Technical Feedback Activity. The Contractor shall research each feedback report submitted by the Fleet Technical Support Centers (FTSC). Effort includes either updating an existing MRC or generating a new one. Updates are performed online by making editorial changes to the existing MRC. Thirty (30) Planned Maintenance System Technical Feedback Reports (PMS T-FBRs) are anticipated during the course of this tasking. Products supporting these updates will be submitted to NSWPCD, Code E34, via the OPMSMIS system. The Contractor shall monitor the OPMSMIS system to ensure feedback reports are addressed and resolved in a timely fashion.

3.5 Task Area 5. Technical Manuals

The Contractor shall update and review Legacy Technical Manuals and SLEP system Interactive Electronic Technical Manuals (IETM). Based upon FMP, equipment operations, and maintenance upgrades, the Contractor shall develop the revision of existing paragraphs, development of new paragraphs, revisions of illustrations, or the drawing of new illustrations. Each update will be developed via the Technical Manual Deficiency Evaluation Report (TMDER) process. After incorporation, a review of the change processed by the Technical Manual Management Activity (TMMA) will be conducted. It is anticipated that there will be fifty (50) legacy and two (2) IETM updates required during the course of this tasking. Products supporting these updates will be delivered in accordance with CDRL A005 or A006 respectively.

3.6 Task Area 6. Feedback Resolutions.

Discrepancies in material support are reported to the ISEA for resolution. These are received from U.S. Navy material item managers, the automated U.S. Navy Maintenance and Material Management System (3M) reporting system, and directly from the fleet by way of the Anchor Desk.

3.6.1 Automated COSAL Improvement Program (ACIP). The ACIP is a programmatic Weapon Systems File report designed to illustrate inconsistency between repair parts requested by the maintainer and the equipment configuration files as reported through the 3M system. The Contractor shall review the ACIP on-line system and extract batch reports related to LCAC. Each inconsistency will be analyzed and provide the course of action to resolve. If a revision to the equipment's APL is warranted, the Contractor shall interact with the contractor's provisioners to initiate an ICAPS revising action in accordance with SOW paragraph 3.2.2. Notification of actions taken will be provided to the ACIP system by way of the on-line system. NAVSEALOGCEN identified and corrected an error in the 3-M process and as a result of this "fix", it is anticipated that an additional 2,000 candidates will be generated each cycle. This will result in a total of 8,400 ACIP actions to be researched and resolved per year.

3.6.2 NAVICP-M/Defense Logistics Agency (DLA) Engineering Assists. When problems occur at NAVICP-M or

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 10 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

the DLA during the procurement of material, requests for support (DD339s) are passed to the LCAC ISEA for support. These situations are generally attributed to loss of vendor and requests for alternative sources of supply, interpretation of material specifications, validating a proposed source, etc. The Contractor will be provided with a subscription to the NAVSEALOGCEN management information system to manage the receipt and responses to Form DD339s. The management information system will be monitored for new actions, each issue will be reviewed, and resolutions will be submitted through the management information system. It is anticipated fifty (50) DD339s will be received during for this task.

3.6.3 Fleet COSAL Feedbacks via Anchor Desk. Fleet COSAL Feedback Reports (FCFBR) will be generated by the Navy-wide Distance Support Anchor Desk and provided to the Contractor via email. Each will be reviewed with the contractor's managed support data for the stated inconsistency. Upon completion of support determinations, responses will be drafted and delivered via email to the Life Cycle ILS manager at NSWC PCD Code E34. It is anticipated that five (5) FCFBR will require resolution during this tasking.

3.7 Task Area 7. Systems and Parts Obsolescence Management

The Contractor shall maintain the Commercial Off the Shelf (COTS) Systems and Parts Obsolescence Management Program to address the handling of LCAC C4N End-Of-Life (EOL) equipment and component change issues. Equipment listed as Critical Technology (CT) candidates shall be monitored with vendors and the supply system for its continued availability. When actions are warranted to resolve an EOL situation, the Contractor shall initiate actions toward resolutions in accordance with the Commercial Off the Shelf (COTS) Systems and Parts Obsolescence Management Plan. Semi-annual reports shall be delivered quarterly in accordance with CDRL A007.

3.8 Task Area 8. Support Equipment Data

Support equipment (SE) includes tooling, testing equipment, installed safety and damage control equipment, and other onboard loose equipment. Allowance Equipage Lists (AELs) are managed between the ISEA and NAVSEALOGCEN. These listings indicate the equipage required by the operating Fleet for safety, damage control, required maritime equipment, loose equipment applicable to craft operations, and tooling and testing equipment. As requirements for new or modified SE is identified the Contractor shall provide recommended new SE requirements as part of CDRL A001. Upon approval, the Contractor shall develop redlined AELs for updating in accordance with Paragraph 3.2.3. The Contractor shall gather any technical data requirements and subsequently send to NSWC PCD and NAVSEALOGCEN to assist with cataloging.

3.9 Task Area 9. ILS Support to ISEA Engineers

The Contractor shall provide support considerations to design or maintenance improvements under development by the ISEA. These changes will be initiated by the Government in the form of a drawing, drawing revision or an ISEA action report. When changes in design or maintenance philosophy are proposed, the Contractor shall determine the impact to supportability so that this assessment can become part of the overall decision. Reviews, assessments, research, and data are gathered, organized, and provided for engineers' use. A report of impact assessments or action taken will be provided in accordance with CDRL A001. One hundred fifty (150) requests for analyses and/or data are anticipated for this task.

3.9.1 In-Service Engineering Fleet Support. The Contractor shall provide those non-personal engineering and technical services required to conduct technical or logistic investigations to resolve problems experienced or discovered as a result of Fleet maintenance, repair or material requirements to support LCAC operations. Contractor support will include technical research and analysis, development of complete up-to-date engineering design documentation and technical data packages (and changes), technical writing, technical editing, graphic illustration, word processing, preparation of technical reports, and conducting industry searches for replacement of obsolete or improved LCAC parts by identifying potential alternate sources of supply as tasked by NSWC PCD. The Contractor shall address LCAC ISEA Case Studies as tasked by the Fleet Support Project Team. Corrective actions may include recommendations for design changes, the use of new materials, additional training requirements, imposing performance constraints, or providing drawings for the recommended changes. Contractor shall perform trade-off analysis regarding costs and technical issues in order to support NSWC PCD recommendations regarding options on various LCAC systems, including hull, structural, drive train, lift, and propulsion systems and auxiliary systems to determine sources, cost and availability of items, parts, tools, and equipment under consideration.

3.10 Task Area 10. Training Support

The LCAC ISEA is responsible for reviewing fleet LCAC curriculum courseware for impacts initiated by configuration and

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 11 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

craft operations changes, and the maintenance and presentation of crew and maintainer's familiarization curriculum related to LCAC SLEP. When scheduled and funded via separate contract modification, the Contractor shall provide instructors and courseware and present the courses to fleet personnel (approximately 5 - 10 courses annually). See CDRs A008, A009 and A010.

3.10.1 SLEP OE/NAV and NDIR. The Contractor shall update the Instructional Performance Requirements Documents (IPRD) provided as Government Furnished Information (GFI) for SLEP OE/NAV and NDIR to reflect Craft Alterations and Problem Reports. Provide one copy of SLEP OE/NAV and NDIR IPRD for review to the LCAC ISEA to ensure that all portions of curriculum are being put in place for fleet usage. The Contractor shall update the current SLEP OE/NAV and NDIR courses with the last 15 problem report changes that integrate the Defense Advanced Global Positioning System Receiver (DAGR), integrate software updates of the Digital Nautical Charts, and integrate Autopilot and all Block Cycle Five (BC5) changes. The Contractor shall reproduce 4 sets of Navigator and 8 sets of Operator/Engineer SLEP curriculum for each unit. The Contractor shall send two Contractor personnel to ACU 4 and ACU 5 and instruct the SLEP OE/NAV and NDIR courses of instruction after the completion of Block Cycle Five (BC5) to ensure fleet users understand the scope of changes that have occurred from BC4 to BC5. Upon completion of course of instruction at each ACU the Contractor shall update the curriculum with fleet user inputs and make a final delivery of one compact disc, one hard copy of SLEP OE/NAV and NDIR courses. Following completion of the process of updating and writing the SLEP OE/NAV and NDIR course, the Contractor shall provide one CD and one complete hard copy of the curriculum to the LCAC ISEA.

3.10.2 The Contractor shall review and update the Navigators Operator Manual to current BC5 configuration with craft alterations.

3.10.3 The Contractor shall format the CAMS/FADEC and OE/NAV and NDIR courses due to changes.

3.11 Task Area 11 PROGRAM SUPPORT

3.11.1 The Contractor shall provide support with reviews of action items and supporting the development of presentations of logistics activity and status for program level meetings. During this task period, two (2) meetings are expected resulting in the resolution and input to twenty (20) action items. The Contractor shall maintain the LCAC Action Item listing as well as compile the LCAC ISEA monthly report. All action items resulting from LCAC issues meetings will be provided to the Contractor for tracking. Weekly status reports will be provided to the Contractor for compilation into a monthly ISEA report.

3.11.2 Technical Administrative Support. The Contractor shall, using the guidance of SOW 2.2(e) and 2.2(f), technically support Codes E31, E32, E33 and E34 in the preparation of informal technical reports, letters, presentations, spreadsheets and other program documentation support and provide presentation materials as required, for use in conducting briefings for selected projects. The Contractor shall collate data available from Government databases to support project management and reporting requirements. Periodic (at least monthly) updates to project planning databases will be required based on GFI including personnel loading projected loading by project. The Contractor shall attend designated Code E30 Branch meetings and provide a detailed record of discussions, briefings, reports and action items generated during those meetings. Contractor personnel shall be provided with four government office spaces and computer resources needed to complete their assignments.

3.11.3 Technical Library Management. The Contractor shall maintain and update interactive tracking systems and associated physical inventories of documentation retained for file. The documentation will be approximately 200 items per month consisting of technical reports, drawings, memoranda, and issue papers. The Contractor shall file and coordinate distribution of these documents, and update the master inventory listing of the contents on a quarterly basis. Access to information up to the SECRET level will be required. All storage of classified, export-controlled, NOFORN and proprietary and business sensitive information will be within Government, Code E30, resources. The Contractor shall provide updated reports, in hard copy format, as requested by the Government. The Contractor shall maintain and update a Government furnished computer database application program for all technical instructions (TIs), purchase orders (POs), TI action items, and deliverable technical documentation for supported programs. The Contractor shall process approximately 75 items per month into the system and shall generate an updated monthly report, in hard copy format, presenting data by TI/PO and contract line item. Contractor personnel shall be provided with two government office space and computer resources needed to complete their assignments.

3.11.4 Interactive Digital Environment (IDE): The Program Office requires a SME to catalogue existing library data into the IDE system. The Contractor shall provide a SME for a period of .5 year, ½ time. The Contractor (Librarian) will help catalogue existing library data after completion of the scanning of the lektreivers files. The library support personnel will work

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 12 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

with IDE personnel to develop a file structure for IDE. This structure will facilitate ease of use as well as the most efficient method of transferring data from the existing library into IDE.

3.11.5 Online Digital Library. The Contractor will utilize the government-provided hardware equipment (Expeditionary Warfare Platform Division Server) and the digitized data from paragraph 3.3 above to develop and maintain a web based online query and retrieval system for the documents. The Contractor shall establish and document processes, checkpoints and government review of limited distribution, export-controlled, NOFORN and business sensitive information prior to release of such information to folders on the server restricted to government access only. Permissions will be required for access to all folders established within the project workspace and accessible via the Internet. The Contractor shall provide system back-up, including the project workspace, on a schedule approved by the Government.

3.11.6 Financial Analyst support. The Contractor shall provide an individual to equally support both Codes E03 and E04 for budget formulation based on historical data and administration by collecting and organizing work packages, monthly financial reporting to sponsors, and entering data into government financial systems. The Contractor shall prepare and analyze weekly internal financial reports based on Corporate Database Web (CDBWeb) and Project and Business Management System (PBMS) reports. Periodic, (at least monthly) updates to project planning data bases will be required based on GFI including personnel loading projected loading by project. The Contractor shall update project plans with actual cost data to support earned value metric reports and actual versus spend plan reports for NSWC-PC management. Contractor personnel shall be provided with one government office space and computer resources needed to complete their assignments.

3.12 Task Area 12 RISK MANAGEMENT SUPPORT

3.12.1 The Contractor shall provide expert risk management efforts associated with organizational, technical, production and programmatic process controls and projections, risk analysis, production, fielding and life cycle servicing and support. The Contractor shall provide support to the NSWC PCD LCAC program office by administering and monitoring a Risk Management process. The process shall provide for the early identification and handling of risks that might adversely impact the program. Additionally the Contractor shall:

a) Coordinate with the Program Manager to ensure that risk management activities in the PMS377J and NSWC PCD organizations are mutually supportive and that the NSWC PCD risk management process supports program requirements. The Contractor shall provide the content for the Risk Management Board (RMB) meetings.

b) Administer the risk management program and monitor program activities to identify additional risks, recommend actions to mitigate risks, and assess the success of mitigation activities. The Contractor shall maintain a Risk Management Information System database and provide a monthly Risk Management status report (CDRL A011).

3.13 Task Area 13 MATERIAL SUPPORT REQUIREMENTS

3.13.1 The Contractor shall provide material support by monitoring and tracking the procurement of Pack Up Kit (PUK) and Interim Support materials consisting of those items listed in Attachment 2 to this SOW and for requisitions in the ILSMIS system. This effort requires monitoring of the status of these requirements, contacting vendors for quotes, assembly material and coordination of alterations and testing, inventory, etc.

3.13.2 The Contractor shall provide material support by procuring or making interim items of supply for LCAC C4N systems such as circuit card assemblies, video components such as displays, data recorders, rack and card mounted computer assemblies, video splitters, keypads etc. to support deploying assets or emergent repair efforts not to exceed the material costs provided in the Task Order schedule.

3.13.3 Any material(s) procured in excess of \$3,000.00, the contractor shall provide supporting documentation and analysis to support Government's determination of price reasonableness.

3.14 TRAVEL

Travel is anticipated in support to SOW paragraphs 3.10.1 and 3.10.2. Any additional requirements will be funded separately.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 13 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

NSWC PCD will provide the following information as appropriate and as required for the individual tasking. The Contractor shall return all GFI to NSWC PCD upon completion of the delivery order.

- (a) LCAC SLEP drawings
- (b) Vendor's Equipment Technical Data Packages
- (c) ACU 5 COSAL (latest revision)
- (d) ACU 4 COSAL (latest revision)
- (e) All LCAC Provisioning actions received during this period.
- (f) LCAC Tech Manuals and IETMs supporting systems listed in paragraph 3.5.
- (g) LCAC Material Usage Database
- (h) Automated PUK Selection Program Database
- (i) 231 CRAFTALT Records
- (j) Approximately 1 to 2 additional CRAFTALT Records each month
- (k) NSWC PCD's Commercial Off the Shelf (COTS) Systems and Parts Obsolescence Management Plan
- (l) Logistic Support documentation for NAVSEA LCAC contracts:

N00024-81-C-2118
N00024-83-C-2055
N00024-86-C-2075
N00024-86-C-2148
N00024-87-C-2089
N00024-87-C-2096
N00024-89-C-2028
N00024-89-C-2110
N00024-91-C-2201
N00024-93-C-2202

The above-mentioned GFI does not include sensitive information relative to financial planning and other fiscal or budget data, procurement planning or the existence and nature of future requirements, or include information bearing on administration of existing contracts. A box labeled ADMAC will be located in building 371, room 19 for the exchange of aforementioned documents.

5.0 DATA DELIVERABLES

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. **NOTE:** Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 SECURITY

The highest security classification for work under this task order is SECRET. Provisions to access SECRET information for the performance of these tasks are stated in the attached Task Order DD form 254.

7.0 DISTRIBUTION LIMITATION STATEMENTS

Technical documents generated under this delivery order shall carry the following distribution limitation statement on the cover and title page (if any) of the document:

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMNAVSEASYSKOM (PMS377).

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 14 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OF RECONSTRUCTION OF THE DOCUMENT.

8.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access to any person or entity not authorized such access by the government.

ATTACHMENT 1

LIST OF ACRONYMS

| | |
|------------|--|
| 3M | Maintenance and Material Management System |
| ACIP | Automated COSAL Improvement Program |
| ACU | Assault Craft Unit |
| AEL | Allowance Equipage Lists |
| AIT | Alteration Installation Team |
| APL | Allowance Parts List |
| BC5 | Block Cycle Five |
| CAMS/FADEC | Control and Monitoring System (CAMS) Full Authority Digital Electronic Control (FADEC) |
| CCD | Configuration Control Document |
| CDBWeb | Corporate Database Web |
| COSAL | Coordinated Shipboard Allowance List |
| COTS | Commercial Off the Shelf |
| CRAFTALT | craft alterations |
| CT | Critical Technology |
| DAGR | Defense Advanced Global Positioning System Receiver |
| DLA | Defense Logistics Agency |
| DOP | Drop-Off Point |
| DTD | Document Type Definition |
| EDFP | engineering data for provisioning |
| EOL | End-Of-Life |
| FCFBR | Fleet COSAL Feedback Reports |
| FMP | Fleet Modernization Program |
| FTSC | Fleet Technical Support Centers |
| GFI | Government Furnished Information |
| ICAPS | Interactive Computer Aided Provisioning System |
| IDE | Interactive Digital Environment |
| IETM | Interactive Electronic Technical Manuals |
| ILS | integrated logistics support |
| ILS-CF | Integrated Logistics Support-Certification Form |
| IPRD | Instructional Performance Requirements Documents |
| ISEA | In-Service Engineering Agent |
| LAR | Logistics Assessment Reporting |
| LCAC | Landing Craft, Air Cushion |

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 15 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

| | |
|------------|---|
| LICN | Local Item Control Number |
| MIP | Maintenance Index Pages |
| MRC | Maintenance Requirement Cards |
| NAVICP-M | Navy Inventory Control Point-Mechanicsburg, PA |
| NAVSEALOGC | |
| EN | Naval Sea Logistics Center |
| NDIR | Navigation Data Integrator - Replacement |
| NSN | National Stock Number |
| NSWC PCD | Naval Surface Warfare Center, Panama City Division |
| OARS | Open Architecture Reporting System |
| OE/NAV | Operator Engineer/Navigator |
| OPMSMIS | Organizational Planned Maintenance Management Information System |
| PBMS | Project and Business Management System |
| PMS T-FBRs | Planned Maintenance System Technical Feedback Reports |
| PO | Purchase Order |
| R RAM | Real-time Reutilization Asset Management |
| RCM | Reliability Centered Maintenance |
| RMB | Risk Management Board |
| SA | Supportability Analysis |
| SIA | Systems Integration Agent |
| SLEP | Service Life Extension Program |
| SME | subject matter experts |
| SOW | Statement of Work |
| TI | technical instruction |
| TMDER | Technical Manual Deficiency Evaluation Report |
| TMMA | Technical Manual Management Activity |
| TSA | Technical Support Activity |
| WSF | Weapon System File |

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 16 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of

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

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

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an

organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 17 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 18 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 19 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama Division. All deliverables shall be FOB Destination.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 20 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

1. Services to be performed hereunder will be provided at Naval Surface Warfare Center Panama City Division, located in Panama City, Florida.

2. DURATION OF TASK ORDER PERIOD

This task order shall become effective on the date of award and shall continue until 12 months thereafter. In accordance with the Award Term Plan and Award Term Clause of this contract, the contract may continue for a period of up to five (5) years based on the contractor's performance.

The period of performance shall be from the date of award through 12 months thereafter with four renewable award terms of 12 months each. The award term dates will be established at award.

POP: 27 FEB 2009 THROUGH 27 FEB 2010

AWARD TERM PERIOD OF PERFORMANCE:

27 FEB 2010 THROUGH 26 FEB 2011

27 FEB 2011 THROUGH 26 FEB 2012

27 FEB 2012 THROUGH 26 FEB 2013

27 FEB 2013 THROUGH 26 FEB 2014

Services to be performed hereunder will be provided at Naval Surface Warfare Center Panama City Division, 110 Vernon Avenue Panama City, FL 32407-7001 in building nos. 319, 401 and 405.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 21 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

1. The PCO is:

Mark P. Ross
Code B32
110 Vernon Avenue
Panama City, 32407
mark.p.ross@navy.mil

(850) 235-5624

2. The Contract Specialist is:

Sharon Hess
Code B32
110 Vernon Avenue
Panama City, 32407
sharon.hess@navy.mil

(850) 234-4413

3. Task Order Manager

Juan Acaron, Code E32
110 Vernon Avenue
Panama City, 32407
Juan.acaron@navy.mil

(850) 235-5799

4. The Government will pay all allowable and allocable reimbursable cost except for any amount that exceeds the capped labor escalation factor of 3.99%. Therefore, the contractor shall only invoice escalation at a factor that is less than or same as the capped factor of 3.99%. The contractor shall adhere to their proposed capped escalation factor of 3.99 for all billing unless their actuals are a lower rate. If the actual factor is lower, then they shall bill at the lower factor.

5. INVOICE INSTRUCTIONS (WAWF)

(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

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 22 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- 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>N61331</u> |
| Admin DODAAC | <u>N61331</u> |
| Pay Office DODAAC | <u>N68732</u> |
| Inspector DODAAC | <u>N61331</u> |
| Service Acceptor DODAAC | <u>N61331</u> |
| Service Approver DODAAC | <u>N61331</u> |
| Ship To DODAAC | <u>See Section F</u> |
| DCAA Auditor DODAAC | <u>TBD</u> |
| LPO DODAAC | <u>N61331</u> |
| Inspection Location | <u>See Section E</u> |
| Acceptance Location | <u>See Section E</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: |
| david.vickers@navy.mil |
| Contract Specialist: stuart.burman@navy.mil |

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 23 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

(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) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or colette.hazard@navy.mil.

6. EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|-----------|
| 100001 | 90280954 | 120000.00 |
| LLA : | | |
| AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0901111 | | |

MOD 1

| | | |
|--|----------|-----------|
| 100002 | 90838581 | 193579.00 |
| LLA : | | |
| AB 1791811 1576 253 WA377 0 068342 2D 000000 219098000000 RCP: N0002409WX20102 | | |
| ACRN: AB | | |

| | | |
|--|----------|----------|
| 100003 | 90838584 | 67120.00 |
| LLA : | | |
| AB 1791811 1576 253 WA377 0 068342 2D 000000 219098000000 RCP: N0002409WX20102 | | |
| ACRN: AB | | |

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 24 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

100004 90838585 150000.00
 LLA :
 AC 1791810 81LT 310 SA377 0 068342 2D 000000 LT7750000000 RCP: N0002409WXF0298
 ACRN: AA

100005 90838586 100000.00
 LLA :
 AC 1791810 81LT 310 SA377 0 068342 2D 000000 LT7750000000 RCP: N0002409WXF0298
 ACRN: AA

100006 90838587 60000.00
 LLA :
 AD 1791804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10 RCP: N0002409WX00101
 ACRN:AA

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 25 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 DISTRIBUTION LIMITATION STATEMENTS

Technical documents generated under this delivery order shall carry the following distribution limitation statement on the cover and title page (if any) of the document:

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMNAVSEASYSKOM (PMS377).

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OF RECONSTRUCTION OF THE DOCUMENT.

2.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access to any person or entity not authorized such access by the government

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display of presentation.

3.0 NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 35 per labor year total technical labor hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 195 labor hours per week. It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 26 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

objective, provided such fluctuation does not result in the use of the total labor hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee (Required LOE - Expended LOE)

Fee Reduction = -----

Required LOE

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

=====

4. Access to Government Facilities

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 27 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Mr. Jeffrey Kempton 850 230-7146, within 3 days of award.

Access procedures will be provided to the contractor after award.

=====

5.0 CHANGES IN KEY PERSONNEL

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute;
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
 - (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement key and non-key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.
- (b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 28 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

=====

6.0 TECHNICAL GUIDANCE

NAVSEA 5252.242-9115----TECHNICAL INSTRUCTIONS (APR 1999)

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

=====

7.0 AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of approximately five (5) years on the basis of performance (not to exceed the April 2009 expiration of the MAC unless the option is exercised). For each period of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Period 1, the contractor earns Period 2; if ratings are positive for Period 2, the contractor earns Period 3, and so on up to the maximum of five (5) years. But if ratings are negative for any period, then the order is ended. The evaluation criteria and the award term procedures are described in section 7.0 below, "Award Term Plan".

=====

8.0 AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional".

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 29 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each year of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors monitor the contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

=====

9.0 SECURITY

Support of this SOW will require access to classified information or material and spaces, up to and including SECRET. Documents generated under this contract will be UNCLASSIFIED. Provisions of the attached DD Form 254 apply. All data or documentation supplied to the contractor by the government or generated under this delivery order shall be protected as sensitive information as defined under Public Law 100-235-Jan. 8, 1988. Paragraphs 8.0 and 9.0 also apply to the protection of sensitive information regardless of the media on which it is stored.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 30 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

=====

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance-based. The incentive for superior performance is contained in the task order (award text provisions). The government Technical POC will report the quality of performance to the PCO prior to the completion of the current period of performance of the order or sooner if required to correct less than satisfactory performance.

NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment No (J.3) involves access to and handling of classified material up to and including Secret.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 31 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

All clauses in the basic contract are applicable.

| | | | |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4143 | DELIVERY ORDER NO. HR14 | PAGE 32 of 32 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

Attachment J.3. Contract Security Classification Specification (DD Form 254), 08Aug08

Attachment J.2 Personnel Qualifications

Attachment J.1 Contract Data Requirements List (CDRL) DD Form 1423

Attachment J.4 Cost Summary Format

Attachment J.5 Supporting Cost Data

Attachment J7 SOW Attachment 2 - Pack Up Kit Parts

Attachment J.6 Level Effort Labor Years

Technical Instructions No. 1001-22, 13 Sep 07 (referenced, but not included)