

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 18-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58070		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 stuart.burman@navy.mil 850-636-6035	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-HR03
	10B. DATED (SEE ITEM 13) 21-Apr-2006
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	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/M. Hines (Signature of Contracting Officer)	18-Mar-2009

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## GENERAL INFORMATION

The purpose of this modification is to incrementally fund CLIN 1003. Accordingly, said Task Order is modified as follows:

A) Incrementally fund SubCLIN 100302 by \$105,355.00 ACRN: CZ PR# 90372101

The Contract is increased as follows:

	FROM	BY	TO
FUNDED COST	\$1,141,879	\$ 97,659	\$1,239,538
FUNDED FEE	\$ 89,936	\$ 7,696	\$ 97,632
FUNDED COST (ODC)	\$ 0	\$ 0	0
CPFF	\$1,231,815	\$ 105,355	\$1,337,170

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$1,337,170, which includes a fixed fee of \$ 97,632 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,337,170 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order is from the date of award thru 09/30/2009.

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 \$105355.00 from \$1231815.00 to \$1337170.00.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Term Form Task Order, See FAR 16.306 (d)(2) to provide services for support to the Landing Craft, Air Cushion (LCAC) Hull and Mechanical (H&M) Systems IAW the Statement of Work (SOW) dated 19 December 2005, the DD Form 254, and Contract Data Requirement List.	3459.0 LH	\$179,235.00	\$14,065.00	\$193,300.00
	Estimated Travel is \$10,000. (O&MN,N)				
100001	PR 61015975 (O&MN,N)				
100002	PR 61015978 (O&MN,N)				
100003	PR 61101370 (O&MN,N)				
100004	PR 61101372 (O&MN,N)				
100005	PR 61101375 (O&MN,N)				
100006	PR 61101377 (O&MN,N)				
100007	PR 61101384 (O&MN,N)				
100008	PR 61101421 (O&MN,N)				
100009	PR 61101405 (O&MN,N)				
100010	PR 61101407 (O&MN,N)				
100011	PR 61101410 (O&MN,N)				

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100012 PR 61101416  
(O&MN,N)

100013 (O&MN,N)

1001 Term Form Task 8503.0 LH \$452,800.80 \$35,687.20 \$488,488.00

Order, See FAR  
16.306 (d) (2) to  
provide services  
for support to  
the Landing  
Craft, Air  
Cushion (LCAC)  
Hull and  
Mechanical (H&M)  
Systems IAW the  
Statement of Work  
(SOW) dated 19  
December 2005,  
the DD Form 254,  
and Contract Data  
Requirement  
List.

Estimated Travel  
is \$12,600 and  
the amount  
estimated for  
Material is  
\$3,150. (OTHER)

100101 PR# 62788875  
\$39,535 ACRN: AJ  
(OTHER)

100102 PR# 62984293  
\$14,693.00 ACRN:  
AK (OTHER)

100103 PR# 62984295  
\$16,682.00 ACRN:  
AL (OTHER)

100104 PR# 62984298  
\$18,714.00  
ACRN: AM (OTHER)

100105 PR# 62984299  
\$2,538.00  
ACRN: AN (OTHER)

100106 PR# 62984301  
\$875.00  
ACRN: AP (OTHER)

100107 PR# 62984307  
\$5,811.00  
ACRN: AQ (OTHER)

100108 PR# 62984308  
\$1,012.00  
ACRN: AR (OTHER)

100109 PR# 62984309

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\$1,285.00  
ACRN: AS (OTHER)

100110 PR# 62984310  
\$1,671.00  
ACRN: AT (OTHER)

100111 PR# 70124554  
\$43,390.00  
ACRN: AK (OTHER)

100112 PR# 70124560  
\$16,682.00  
ACRN: AL (OTHER)

100113 PR# 70124580  
\$18,714.00  
ACRN: AM (OTHER)

100114 PR# 70124582  
\$3,172.00  
ACRN: AN (OTHER)

100115 PR# 70124583  
\$2,307.00  
ACRN: AP (OTHER)

100116 PR# 70124587  
\$5,786.00  
ACRN: AQ (OTHER)

100117 PR# 70124628  
\$4,627.00  
ACRN: AS (OTHER)

100118 PR# 70124629  
\$1,671.00  
ACRN: AT (OTHER)

100119 PR# 70195884  
\$6,365.00  
ACRN: AU (OTHER)

100120 PR# 70195887  
\$19,495.00  
ACRN: AV (OTHER)

100121 PR# 70444859  
\$6,930.00  
ACRN: AW (OTHER)

100122 PR# 70828805  
\$43,390.00  
ACRN: AK (OTHER)

100123 PR# 70828813  
\$16,682.00  
ACRN: AL (OTHER)

100124 PR# 70828822  
\$18,714.00  
ACRN: AM (OTHER)

100125 PR# 70828825  
\$3,172.00

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ACRN: AN (OTHER)

100126 PR# 70828830

\$5,786.00

ACRN: AQ (OTHER)

100127 PR# 70828836

\$1,518.00

ACRN: AR (OTHER)

100128 PR# 70828840

\$318.00

ACRN: AX (OTHER)

100129 PR# 70828843

\$1,671.00

ACRN: AT (OTHER)

100130 PR# 71650072

\$9,500.00

ACRN: AY (OTHER)

100131 PR# 71572862

\$43,391.00

ACRN: AK (OTHER)

100132 PR# 71572864

\$16,682.00

ACRN: AL (OTHER)

100133 PR# 71572866

\$18,714.00

ACRN: AM (OTHER)

100134 PR# 71572879,

\$4,926.00

ACRN: AN (OTHER)

100135 PR# 71572972

\$5,786.00

ACRN: AQ (OTHER)

100136 PR# 71572975

\$1,518.00

ACRN: AR (OTHER)

100137 PR# 71572979,

\$1,671.00

ACRN: AT (OTHER)

100138 PR# 71573003,

\$2,984.00

ACRN: AZ (OTHER)

100139 PR# 71573005

\$17,503.00

ACRN: BA (OTHER)

100140 PR# 71573008

\$14,738.00

ACRN: AU (OTHER)

100141 PR# 71573018

\$1,591.00

ACRN: BB (OTHER)

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100142 PR# 72336691  
\$8,019.00  
ACRN: BC (OTHER)

100143 PR# 82544164  
\$18,259.00  
ACRN: CX (OTHER)

1002	Term Form Task Order, See FAR 16.306 (d) (2) to provide services for support to the Landing Craft, Air Cushion (LCAC) Hull and Mechanical (H&M) Systems IAW the Statement of Work (SOW) dated 19 December 2005, the DD Form 254, and Contract Data Requirement List.	8371.0 LH	\$463,495.00	\$36,532.00	\$500,027.00
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Estimated Travel  
is \$12,600 and  
the amount  
estimated for  
Material is  
\$3,150. (OTHER)

100201 \$10,000.00  
PR# 72905670  
ACRN: BD (OTHER)

100202 \$3,000.00  
PR# 72905672  
ACRN: BE (OTHER)

100203 \$10,000.00  
PR# 72905674  
ACRN: BF (OTHER)

100204 \$3,000.00  
PR# 72905673  
ACRN: BG (OTHER)

100205 \$2,000.00  
PR# 72905675  
ACRN: BH (OTHER)

100206 \$3,000.00  
PR# 72905679  
ACRN: BJ (OTHER)

100207 \$2,000.00  
PR# 72905682  
ACRN: BK (OTHER)

100208 \$2,000.00  
PR# 72905723  
ACRN: BL (OTHER)

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100209 \$25,398.00  
 PR# 73336776  
 ACRN: BM (OTHER)

100210 \$17,237.00  
 PR# 73336808  
 ACRN: BN (OTHER)

100211 \$19,176.00  
 PR# 73336829  
 ACRN: BP (OTHER)

100212 \$5,000.00  
 PR# 73336841  
 ACRN: BQ (OTHER)

100213 \$2,832.00  
 PR# 73336843  
 ACRN: BR (OTHER)

100214 \$2,976.00  
 PR# 73336864  
 ACRN: BS (OTHER)

100215 \$6,662.00  
 PR# 73336869  
 ACRN: BT (OTHER)

100216 \$3,284.00  
 PR# 73336874  
 ACRN: BU (OTHER)

100217 \$20,000.00  
 PR# 80430891  
 ACRN: BV (OTHER)

100218 \$20,000.00  
 PR# 80430899  
 ACRN: BW (OTHER)

100219 \$20,000.00  
 PR# 80430904  
 ACRN: BX (OTHER)

100220 \$21,000.00  
 PR# 80430908  
 ACRN: BY (OTHER)

100221 \$8,000.00  
 PR# 80430911  
 ACRN: BZ (OTHER)

100222 \$2,832.00  
 PR# 80430913  
 ACRN: CA (OTHER)

100223 \$5,000.00  
 PR# 80430921  
 ACRN: CB (OTHER)

100224 \$1,400.00  
 PR# 80430926  
 ACRN: CC (OTHER)

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100225 \$5,000.00  
 PR# 80430928  
 ACRN: CD (OTHER)

100226 \$9,000.00  
 PR# 80430931  
 ACRN: CE (OTHER)

100227 \$33,000  
 PR# 81153519  
 ACRN: CF (OTHER)

100228 \$11,000  
 PR# 81153529  
 ACRN: CG (OTHER)

100229 \$9,000  
 PR# 81153526  
 ACRN: CH (OTHER)

100230 \$5,000  
 PR# 81153539  
 ACRN: CJ (OTHER)

100231 \$2,401  
 PR# 81153541  
 ACRN: CK (OTHER)

100232 \$28,500.00  
 PR# 81215512  
 ACRN: CL (OTHER)

100233 \$53,194.00  
 PR# 81623441  
 ACRN: CM (OTHER)

100234 \$31,711.00  
 PR# 81623462  
 ACRN: CN (OTHER)

100235 \$34,527.00  
 PR# 84623465  
 ACRN: CP (OTHER)

100236 \$16,847.00  
 PR# 81623528  
 ACRN: CQ (OTHER)

100237 \$5,663.00  
 PR# 81623544  
 ACRN: CR (OTHER)

100238 \$4,927.00  
 PR# 81623564  
 ACRN: CS (OTHER)

100239 \$1,498.00  
 PR# 81623566  
 ACRN: CT (OTHER)

100240 \$3,302.00  
 PR# 81623569  
 ACRN: CU (OTHER)

100241 \$853.00

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PR# 81623572  
ACRN: CV (OTHER)

100242 \$28,807.00  
PR# 82544162  
ACRN: CW (OTHER)

1003	Term Form Task Order, See FAR 16.306 (d) (2) to provide services for support to the Landing Craft, Air Cushion (LCAC) Hull and Mechanical (H&M) Systems IAW the Statement of Work (SOW) dated 19 December 2005, the DD Form 254, and Contract Data Requirement List.	8371.0 LH	\$466,707.45	\$36,776.55	\$503,484.00
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Estimated Travel is \$12,600 and the amount estimated for Material is \$3,150. (OTHER)

100301 Incrementally fund \$50,000  
PR# 83462802  
ACRN: CX (OTHER)

100302 Incrementally Fund \$105,355  
PR# 90372101  
ACRN: CZ (OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Cost - Travel \$12,600 and Materials \$3,150 for Third Award Term. (OTHER)		1.0 Lot	\$15,750.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Term Form Task Order, See FAR 16.306 (d) (2) to provide services	8371.0 LH		\$485,218.76	\$38,235.24	\$523,454.00

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for support to  
the Landing  
Craft, Air  
Cushion (LCAC)  
Hull and  
Mechanical (H&M)  
Systems IAW the  
Statement of Work  
(SOW) dated 19  
December 2005,  
the DD Form 254,  
and Contract Data  
Requirement List.

Estimated Travel  
is \$12,600 and  
the amount  
estimated for  
Material is  
\$3,150. (OTHER)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
-----			
6000	Other Direct Cost	1.0 Lot	\$15,750.00
	- Travel \$12,600 and Materials \$3,150 for Fourth Award Term. (OTHER) Option		

The award Term provisions in Section H of the contract apply to option items 1001, 1002, 1003, and 4000. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of Base Year, the option Year 3 will be exercised prior to end of Year 2, and so on. Award term options for performance beyond the expiration of the basic contract of 30 September, 2011 is contingent on the basic contract being extended by the PCO.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

19 December 2005

### STATEMENT OF WORK

FOR SUPPORT TO THE LANDING CRAFT, AIR CUSHION (LCAC) HULL AND MECHANICAL (H&M) SYSTEMS

Purchase Request N00178-53532787

SEAPORT N61331-06-NR-55166

### 1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) is the Systems Integration Agent (SIA), In-Service Engineering Agent (ISEA), and Technical Support Activity (TSA) in support of the Landing Craft, Air Cushion (LCAC) program. The NSWC PC provides support in all aspects of the LCAC program, specifically; LCAC Hull and Mechanical (H&M) Engineering, LCAC life cycle engineering support, and fleet level operations. This effort provides support to on-going programs developed by the Acquisition and the Life Cycle Managers.

1.1 Tasking for this effort will be provided in the following functional areas:

- a) LCAC Reliability, Maintainability And Availability (RMA) Support, Paragraph 3.1
- b) LCAC H&M Engineering and Analysis Support, Paragraph 3.2
- c) LCAC H&M Research and Development Support, Paragraph 3.3
- d) LCAC H&M Product Development Support, Paragraph 3.4
- e) LCAC H&M Service Life Extension Program Support, Paragraph 3.5
- f) Material Requirements, Paragraph 3.6
- g) Travel Requirements, Paragraph 3.7

The primary objective is for the resolution of technical problems in design, maintainability and support. The Contractor shall provide a level of effort to resolve technical problems that may be the result of feedback from the LCAC program office, NSWC PC's own analysis, or feedback generated by fleet operating units. Problem resolution may require a mix of effort between the functional areas specified in paragraph 3.0 below.

### 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

DOD-D-1000B Drawings, Engineering and Associated Lists (Legacy System)

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## 2.2 MILITARY STANDARDS

DOD-STD-100E Engineering Drawing Practices (Legacy system)

## 2.3 OTHER DOCUMENTS

NAVSEA Technical Manual S9LCA-AA-SSM-010 Safe Engineering and Air Cushion Operations (latest revision).

## 3.0 REQUIREMENTS

### 3.1 LCAC RELIABILITY, MAINTAINABILITY AND AVAILABILITY (RMA) SUPPORT (OMN FUNDING)

The contractor shall provide a level of effort for RMA support in three major areas. These areas are Life Cycle Support, Fleet Support, and ISEA Support. The specific tasks associated with these three areas of support are listed in detail in the following paragraphs.

#### 3.1.1 RMA LIFE CYCLE SUPPORT

The contractor shall perform the following specific tasks as part of RMA Life Cycle Support.

- (a) Provide for task oversight and quality assurance.
- (b) Conduct LCAC system and sub-system reliability investigations for failure trending and component improvement recommendations. (CDRL A002)
- (c) Calculate Mean Time Between Failure (MTBF) and Reliability matrix for LCAC component, fleet and craft. (CDRL A003)
- (d) Prepare in depth analysis of component failure trending. (CDRL A001)
- (e) Analyze Fleet RMA and Material Usage Data (MUD) to identify emerging issues and provide recommendations. (CDRL A003)
- (f) RMA on-call technical support to other activities by direction of PMS377.
- (g) Develop metrics to identify candidates for analyses/studies and provide results semi-annually to H&M and Command, Control, Communications, Computers and Navigation (C4N) for corrective action or improvement (semi-annual). (CDRL A006)
- (h) Track Craft Alterations to determine if they have achieved their reliability goals.
- (i) Manage and maintain RMA Data Repository.
- (j) Manage and maintain OPHOUR Database.
- (k) Manage and maintain Propeller Log Management System. (CDRL A003)
- (l) Manage and maintain RMA portion on the CDMS LiveLink. (CDRL A003)
- (m) Process, assess, compile fleet reported raw failure data.
- (n) Provide technical guidance to on-site representatives.

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- (o) Modernize RMA Database format.
- (p) Develop and maintain an online query system for data and graphics.
- (q) Provide Corrosion Data & Information Support to Boston, in support of the Corrosion Control Program. (CDRL A003)
- (r) Provide data elements to other participating activities as directed.

### 3.1.2 RMA FLEET SUPPORT

The contractor shall perform the following specific tasks as part of RMA Fleet Support.

- (a) Conduct RMA and 2-KILO educational briefings to ACU-4 and ACU-5 (semi-annual)
- (b) Interface with Assault Craft Unit (ACU) maintenance and operations personnel for reliability issues
- (c) Provide Craft Assessments. (CDRL A003)
- (d) Provide Component Assessments. (CDRL A003)
- (e) Provide historical data retrieval (lost) to unit
- (f) Provide on call RMA tech assist providing data and information
- (g) Provide RMA assessments to ISEA in support of ACU case studies
- (h) Provide feedback to the ACUs on data collected (2-KILOs, MGTRS, Propeller Log, etc)
- (i) Provide up-to-date Propeller Log data (quarterly). (CDRL A004)

### 3.1.3 RMA ISEA SUPPORT

The contractor shall perform the following specific tasks as part of RMA ISEA Support.

- (a) Develop metrics to identify candidates for analyses/studies and provide results to H&M and C4N for corrective action/improvement (semi-annual). (CDRL A005)
- (b) Conduct RMA Studies in support to NSWC PC ISEA engineering tasking, as required. (CDRL A001)
- (c) Provide quick look assessments, as requested. (CDRL A001)
- (d) Collect MTBR metrics on individual Phased Maintenance items for ACU FOUR and ACU FIVE.
- (e) Provide in-depth assessments/analyses of systems, sub-systems and components, as requested. (CDRL A001)

### 3.1.4 RMA Web-Based Query System Development

The contractor shall support a web enabled, on-line system, accessible via the internet, that will provide a mechanism to allow users to query the repository for individually required data reports and graphics. The on-line system shall piggyback on the EPMSD Website, be NMCI compliant, and include an on-line users guide. Specific tasks associated with this effort include

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(a) Provide for the addition of new users at the request of NSWC PC.

(b) Maintain the web site

### 3.2 LCAC H&M LIFE CYCLE ENGINEERING AND ANALYSIS SUPPORT (OMN FUNDING)

The Contractor shall provide those non-personal engineering and technical services required to conduct engineering investigations and tests, and to analyze and resolve LCAC technical issues. The major areas the contractor shall provide support are:

(a) Support NSWC PC in preparing presentations and other information for Technical Support Request (TSR)

Reviews, Fleet Support Conference, Quarterly Acquisition Reviews, and other program reviews as required.

(b) Provide systems engineering and engineering technical analysis support to resolve or assist in the resolution of technical issues with the Navy LCAC H&M systems as required.

(c) Support NSWC PC in mechanical analyses of LCAC systems. Analyses may include finite element static and dynamic analyses as well as structural failure analyses.

(d) Provide drafting and design support for LCAC system and sub-system modifications and the creation of Liaison Action Reports (LARs), Alterations-Equivalent-to-Repair (AERs), Craft Alterations, Technical Manual Deficiency Reports (TMDRs), Preventive Maintenance Schedule (PMS) changes, and changes to other maintenance documentation.

(e) Provide test support for on-craft testing of craft modifications, 1st Article Testing, repair and maintenance procedures tests, performance testing, and other fact finding tests as required. Test support may include the writing of test plans and test reports as well as data reduction and test setup.

The Contractor support will include test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports in conjunction with items a) through e) above. (CDRL A007)

(f) Support NSWC-PC in the procurement of installation kits for the LCAC

Program. This support will include drawing reviews, part number and NSN number validation, alternate supplier investigations, and submission of

Liaison Action Reports (LARs). CDRL A0007 should apply for outputs to this

added task. (Period: 1 October 2006- 30 September 2007/ NTE 132 Hours/Doc Tubbs/AC type)

### 3.3 LCAC H&M ENGINEERING RESEARCH & DEVELOPMENT SUPPORT (R&D Funding)

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The contractor shall support NSWC PC in the development of analytical capabilities and technologies applicable to both the current LCAC and future Navy hovercraft. The major areas the contractor shall provide support are:

- (a) Provide research of current commercial technologies and advise on the applicability of these technologies.
- (b) Provide systems engineering support for new technologies and their applicability to current and future Navy hovercraft.
- (c) Support NSWC PC in the development of computer modeling capabilities such as comprehensive vibration modeling, fluid dynamics modeling, performance modeling, and others.
- (d) Support NSWC PC in the testing of new technologies to determine their applicability and performance.

The Contractor support will include test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports in conjunction with items a) through c) above. (CDRL A007)

### 3.4 LCAC H&M ENGINEERING PRODUCT DEVELOPMENT SUPPORT (OPN Funding)

The contractor shall support NSWC PC in the development and procurement of new capabilities, for example craft armor and system upgrades, for the current LCAC. The major areas the contractor shall provide support are:

- (a) Provide research of current commercial technologies and advise on the applicability of these technologies
- (b) Provide systems engineering support for the development of new capabilities. This includes items such as the development of sub-system specifications, interface specifications, requirements analysis, trade studies, and return on investment calculations.
- (c) Provide for design and drafting of new products and the associated documentation for the installation of these products on the current LCAC.
- (d) Support NSWC PC in the testing of new technologies to determine their applicability and performance.

The Contractor support will include test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports in conjunction with items a) through d) above. (CDRL A007, CDRL A008, CDRL A009)

### 3.5 LCAC H&M SERVICE LIFE EXTENSION PROGRAM (SLEP) SUPPORT (SCN Funding)

The contractor will support NSWC PC in the resolution of SLEP technical issues by providing for technical analysis to assist NSWC PC in the resolution of SLEP issues encountered by contractors during the SLEP process.

### 3.6 MATERIAL SUPPORT REQUIREMENTS

The Contractor shall provide CAD drawings, CD's, printings, sample installation material, and other minor incidental material supplies in support of this effort.

### 3.7 TRAVEL REQUIREMENTS

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Travel requirements are estimated as follows:

- (a) Paragraph 3.1 - Travel to ACU-4 and ACU-5 for RMA Site Visit twice each year.
- (b) Paragraph 3.2 - Travel to Fleet Support Conference at ACU-4 or ACU-5 once each year.
- (c) Paragraph 3.4 - Travel to contractor site (TBD location) once each year.

#### 4.0 GOVERNMENT FURNISHED INFORMATION

NSWC PC will provide the following information as it becomes available and as required . The contractor shall return all GFI to NSWC PC upon completion of the delivery order.

- (a) Design requirements with sketches, photographs, MS drawings or numbers of MS Drawings, hardware items, and existing drawings as supporting documentation during the delivery order period of performance.
- (b) Design specifications, drawings, interface documents, and other technical information required for LCAC lightweight armor and other capability tasks.
- (c) LCAC Reliability and Maintainability database.
- (d) LCAC Propeller material location reports from fleet operating units.

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.

#### 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.

#### 6.0 PERIOD OF PERFORMANCE

The period of performance shall be from award through 30 September 2006 with four (4) award term periods of one (1) year each that may be earned by satisfactory or better performance

#### 7.0 SECURITY

Performance of the tasks described in this SOW may require access to information classified up to and including SECRET information. No generation of classified information will take place under this task. All provisions of the attached DD Form 254 apply.

#### 8.0 DISTRIBUTION LIMITATION STATEMENT

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 U. S. GOVERNMENT AGENCIES ONLY; ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, ATTN: CODE E32, 6703 W. HIGHWAY 98, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the 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.

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For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

## 9.0 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 authorized representative of the contracting officer. 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.

## 10.0 PERFORMANCE BASED REQUIREMENTS

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

### 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 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

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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.

(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.

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## **SECTION D PACKAGING AND MARKING**

Ship To Address

Naval Support Activity Panama City

Attn: Receiving Officer

100 Vernon Avenue

Panama City Beach, FL 32407-7018

FOB: Destination

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## **SECTION E INSPECTION AND ACCEPTANCE**

### Inspection and Acceptance

Inspection and acceptance of all deliverables will be by Government personnel at the Naval Support Activity, Panama City, Florida.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

#### PERIOD OF PERFORMANCE

The period of performance for the base period shall be from date of award through 30 September 2006 for CLIN 1000. There are four award term options, each with a period of performance of one year. The options (if exercised) will be establish at award.

Second Year (Option 1): 1 October 2006 through 30 September 2007

Third Year (Option 2): 1 October 2007 through 30 September 2008

Fourth Year (Option 3): 1 October 2008 through 30 September 2009

Fifth Year (Option 4): 1 October 2009 through 30 September 2010

### CLIN - DELIVERIES OR PERFORMANCE

Deliveries shall be FOB Destination - Panama City, Florida. The initial period of performance shall be from award through 30 September 2006, thereafter, with four renewable award term years of 12 months each.

#### EXERCISE OF OPTIONS

The award Term provisions in Section H of the contract apply to option items 1001, 1002, 1003, and 4000. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of Base Year, the option Year 3 will be exercised prior to end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract of 30 September 2010 is contingent on the basic contract being extended by the PCO.

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist

Stuart Burman, Code B32

Naval Surface Warfare Center Panama City

110 Vernon Avenue

Panama City, FL 32407-7001

[stuart.burman@navy.mil](mailto:stuart.burman@navy.mil)

Phone: (850)636-6035

Task Order Manager

Juan Acaron, Code E32

Phone: (850) 235-5799

Naval Surface Warfare Center Panama City

110 Vernon Avenue

Panama City, FL 32407-7001

[juan.acaron@navy.mil](mailto:juan.acaron@navy.mil)

### CEILING FUNDING AND TASK ORDER TABLES

1) The ceiling for this task order is as follows:

	FROM	BY	TO
FUNDED COST	\$1,095,531	\$ 482,457	\$1,577,988
FUNDED FEE	\$ 86,284	\$ 36,777	\$ 123,061
TOTAL CPFF	\$1,181,815	\$ 519,234	\$1,701,049

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Accounting Data

SLINID	PR Number	Amount
100001	61015975	70140.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603111		
100002	61015978	9670.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603112		
100003	61101370	16771.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603113		
100004	61101372	4950.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603114		
100005	61101375	2971.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603211		
100006	61101377	1530.00
LLA :		
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603221		
100007	61101384	4471.00
LLA :		
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603271		
100008	61101421	18065.00
LLA :		
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603291		
100009	61101405	9480.00
LLA :		
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603511		
100010	61101407	3000.00
LLA :		
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603531		
100011	61101410	2589.00
LLA :		
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603721		
100012	61101416	49663.00
LLA :		
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603T01		
MOD 2		
100101	62788875	39535.00
LLA :		
AJ AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0603111		
MOD 3		
100102	62984293	14693.00
LLA :		
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703111		
100103	62984295	16682.00
LLA :		
AL 97X4930 NH1E 000 77777 0 000178 2F 0000000 31RAD0703112		

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100104 62984298 18714.00  
 LLA :  
 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703113

100105 62984299 2538.00  
 LLA :  
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703211

100106 62984301 875.00  
 LLA :  
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703221

100107 62984307 5811.00  
 LLA :  
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703261

100108 62984308 1012.00  
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 AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703291

100109 62984309 1285.00  
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 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732101

100110 62984310 1671.00  
 LLA :  
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732131

MOD 4

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 LLA :  
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703111

100112 70124560 16682.00  
 LLA :  
 AL 97X4930 NH1E 000 77777 0 000178 2F 0000000 31RAD0703112

100113 70124580 18714.00  
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 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703113

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 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703221

100116 70124587 5786.00  
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 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703261

100117 70124628 4627.00  
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 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732101

100118 70124629 1671.00  
 LLA :  
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732131

100119 70195884 6365.00  
 LLA :  
 AU 97X4930 NH1E 000 77777 0 000178 2 F 000000 31RAD0703241

100120 70195887 19495.00  
 LLA :  
 AV 97X4930 NH1E 000 77777 0 000178 2 F 000000 31RAD0703271

MOD 5

100121 70444859 6930.00  
 LLA :

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AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703111

MOD 7

100122 70828805 43390.00

LLA :

AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703111

100123 70828813 16682.00

LLA :

AL 97X4930 NH1E 000 77777 0 000178 2F 0000000 31RAD0703112

100124 70828822 18714.00

LLA :

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LLA :

AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703291

100126 70828830 5786.00

LLA :

AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703261

100127 70828836 1518.00

LLA :

AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703291

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AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732121

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LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732131

MOD 8

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LLA :

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LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0732131

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LLA :

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100139 71573005 17503.00

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LLA :

BA 97X4930NH1E 000 77777 0 000178 2F 000000 31RAD0703T10

100140 71573008 14738.00

LLA :

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100141 71573018 1591.00

LLA :

BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703T06

MOD 9

100142 72336691 8019.00

LLA :

BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0703RT14

MOD 10

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LLA :

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100202 72905672 3000.00

LLA :

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100203 72905674 10000.00

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BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803211

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LLA :

BK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803271

100208 72905723 2000.00

LLA :

BL 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803241

MOD 11

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LLA :

BM 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803111

100210 73336808 17237.00

LLA :

BN 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803121

100211 73336829 19176.00

LLA :

BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803131

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LLA :

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LLA :

BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803221

100214 73336864 2976.00

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LLA :

BS 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803231

100215 73336869 6662.00

LLA :

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LLA :

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MOD 12

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LLA :

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LLA :

BY 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803131

100221 80430911 8000.00

LLA :

BZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803211

100222 80430913 2832.00

LLA :

CA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803221

100223 80430921 5000.00

LLA :

CB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803231

100224 80430926 1400.00

LLA :

CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803271

100225 80430928 5000.00

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CD 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0803281

100226 80430931 9000.00

LLA :

CE 97X4930 NH1E 000 77777 0 000178 2F 000000 31RAD0832151

MOD 13

100227 81153519 33000.00

LLA :

CF 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803111

100228 81153529 11000.00

LLA :

CG 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803131

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LLA :

CH 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803121

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LLA :

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100231 81153541 2401.00

LLA :

CK 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803291

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MOD 14

100232 81215512 28500.00  
 LLA :  
 CL 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803211  
 Funded Amount \$28,500.00

MOD 16

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 CP 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0803131

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100237 81623544 5663.00  
 LLA :  
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MOD 17

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MOD 20

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 RCP No. N0002409WX00108 ACRN:AA

MOD 22

100302 90372101 105355.00  
 LLA :  
 CZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0903101

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### TECHNICAL GUIDANCE

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.

### AWARD TERM

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 five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

### 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". 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.

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(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.

#### KEY PERSONNEL CLAUSE

(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 120 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 fifteen (15) days, or thirty (30) 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; and

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(4) 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.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

#### Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [\*] and the Contracting Officer's Representative (COR) [\*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

#### NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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; and (3) 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.

#### NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, 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

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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.

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## **SECTION I CONTRACT CLAUSES**

See Section I of the Basic Contract.

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## **SECTION J LIST OF ATTACHMENTS**

CDRL

Contract Security Classification Specification - DD254 dated 060118