

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE 04-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-56762		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 preetam.soomai@navy.mil 850-636-6153	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)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR04
		10B. DATED (SEE ITEM 13) 09-May-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.**

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Pusuant to the authority of FAR Clause 52.243-2 Changes

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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## **GENERAL INFORMATION**

The purpose of this modification is to extend the five (5) Year Term of this Task Order by two months from 31 January 2009 to 31 March 2009 at no additional costs to either the Government or Contractor.

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 \$6259363.00 to \$6259363.00.

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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) provide services for Landing Craft, Air Cushion's Technical Support Activity per Section C Statement of Work and attached Contract Data Requirements List (CDRL) and Contract Security Classification DD Form 254. Estimated amount for Material is \$2800. (OTHER)	16534.0	LH	\$652,791.00	\$52,224.00	\$705,015.00
100001	Incrementally Funded ACRN: AA PR# 61234764 \$140,000 (OTHER)					
100002	Incrementally Funded ACRN: AB PR# 61234757 \$50,000 (OTHER)					
100003	Incrementally Funded ACRN: AC PR# 61234747 \$40,000 (OTHER)					
100004	Incrementally Funded ACRN: AD PR# 61234752 \$10,000 (OTHER)					
100005	Incrementally Funded ACRN: AE PR# 61255323 \$53,096 (OTHER)					
100006	Incrementally Funded ACRN: AF PR#					

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61255320 \$20,700  
(OTHER)

100007 Incrementally  
Funded  
ACRN: AG PR#  
61805009 \$81,000  
(OTHER)

100008 Incrementally  
Funded  
ACRN: AH PR#  
61804973 \$19,504  
(OTHER)

100009 Incrementally  
Funded ACRN: AC  
PR#62064562  
\$64,994 (OTHER)

100010 Incrementally  
Funded ACRN: AJ  
PR# 62064572  
\$43,128.00  
(OTHER)

100011 Incrementally  
Funded ACRN: AK  
PR#62064538  
\$15,026 (OTHER)

100012 Incrementally  
Funded ACRN: AL  
PR#62064577 \$935  
(OTHER)

100013 Incrementally  
Funded ACRN: AM  
PR#62125899  
\$4574 (OTHER)

100014 Incrementally  
Funded ACRN: AN  
PR#62378608  
\$11,772 (OTHER)

100015 Incrementally  
Funded ACRN: AP  
PR#62544916  
\$21,400 (OTHER)

100016 Incrementally  
Funded ACRN: AP  
PR# 62544930  
\$20,838 (OTHER)

100017 Incrementally  
Funded ACRN: AQ  
PR# 62544893  
\$20,000 (OTHER)

100018 Incrementally  
Funded ACRN: AN  
PR# 62544910  
\$7,300 (OTHER)

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100019 Incrementally  
Funded ACRN: AA  
PR# 62544907  
\$5,500 (OTHER)

100020 Incrementally  
Funded ACRN: AR  
PR# 62544925  
\$5,000 (OTHER)

100021 Incrementally  
Funded ACRN: DL  
PR# 82533281  
\$70,248 (OTHER)

1001	Term Form Task Order - see FAR 16.306(d)(2) provide services for Landing Craft, Air Cushion's Technical Support Activity per Section C Statement of Work and attached Contract Data Requirements List (CDRL) and Contract Security Classification DD Form 254. Estimated amount for Material is \$5,600. (OTHER)	27964.0 LH	\$1,617,252.00	\$126,823.00	\$1,744,075.00
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100101 PR# 62578353  
ACRN:AS \$47,330  
(OTHER)

100102 PR# 62578354  
ACRN:AT \$59,040  
(OTHER)

100103 PR# 62578356  
ACRN:AU \$46,510  
(OTHER)

100104 PR# 62578335  
ACRN:AE \$117,250  
(OTHER)

100105 PR# 62578352  
ACRN:AV \$9,885  
(OTHER)

100106 PR# 62685092  
ACRN:AW \$25,000  
(OTHER)

100107 PR# 62588387  
ACRN:AV \$56,500  
(OTHER)

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100108 PR# 62588410  
ACRN:AS \$19,490  
(OTHER)

100109 PR# 62588412  
ACRN:AT \$12,210  
(OTHER)

100110 PR# 62684960  
ACRN:AX \$18,113  
(OTHER)

100111 PR# 62850899  
ACRN:AY \$2,627  
(OTHER)

100112 PR# 62901623  
ACRN: AZ \$25,000  
(OTHER)

100113 PR# 62901636  
ACRN: AZ \$10,000  
(OTHER)

100114 PR# 62901639  
ACRN: BA \$25,000  
(OTHER)

100115 PR# 62901647  
ACRN: BB \$25,000  
(OTHER)

100116 PR# 62901649  
ACRN: BC \$25,000  
(OTHER)

100117 PR# 62932805  
ACRN: BD \$25,000  
(OTHER)

100118 PR# 62932824  
ACRN: BE \$25,000  
(OTHER)

100119 PR# 62932812  
ACRN: BE \$25,000  
(OTHER)

100120 PR# 63128602  
ACRN: BF \$2,375  
(OTHER)

100121 PR# 63242554  
ACRN: BG \$4812  
(OTHER)

100122 PR# 63406031  
ACRN: BH \$2573  
(OTHER)

100123 PR# 70165078  
ACRN: BJ \$2543  
(OTHER)

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100124 PR# 70236644  
ACRN: AZ \$80,000  
(OTHER)

100125 PR# 70236648  
ACRN: BK \$60,000  
(OTHER)

100126 PR# 70236650  
ACRN: BA \$50,000  
(OTHER)

100127 PR# 70236654  
ACRN: BD \$47,633  
(OTHER)

100128 PR# 70236652  
ACRN: BC \$28,699  
(OTHER)

100129 PR# 70196067  
ACRN: AE \$31,622  
(OTHER)

100130 PR# 70196078  
ACRN: AE \$25,708  
(OTHER)

100131 PR# 70196086  
ACRN: BL \$18,705  
(OTHER)

100132 PR# 70196095  
ACRN: AE \$1,344  
(OTHER)

100133 PR# 70362578  
ACRN: BM \$87,320  
(OTHER)

100134 PR# 70362599  
ACRN: BM \$50,070  
(OTHER)

100135 PR# 70362604  
ACRN: BA \$24,250  
(OTHER)

100136 PR# 70362607  
ACRN: AZ \$91,840  
(OTHER)

100137 PR# 70362611  
ACRN: BN \$13,080  
(OTHER)

100138 PR# 70362613  
ACRN: BP \$432,990  
(OTHER)

100139 PR# 70372985  
ACRN: BM \$2831  
(OTHER)

100140 PR# 706522570

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ACRN: BP \$40,000  
(OTHER)

100141 PR# 70652539  
ACRN: AE \$11,399  
(OTHER)

100142 PR# 70652546  
ACRN: BE \$2325  
(OTHER)

100143 PR# 70850342  
ACRN: BM \$3000  
(OTHER)

100144 PR# 70922291  
ACRN: BM \$ 400  
(OTHER)

100145 PR# 71004921  
ACRN: AZ \$15,000  
(OTHER)

100146 PR# 8261881  
ACRN: DM \$14,601  
(OTHER)

1002	Term Form Task Order - see FAR 16.306(d)(2) provide services for Landing Craft, Air Cushion's Technical Support Activity per Section C Statement of Work and attached Contract Data Requirement List (CDRL) and Contract Security Classification DD Form 254. Estimated for Material is \$285,000 and for Travel is \$20,000 (OTHER)	27964.0 LH	\$1,130,481.00	\$90,439.00	\$1,220,920.00
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100201 Incremental  
funding \$65,000  
PR# 71434475  
ACRN: BQ (OTHER)

100202 Incremental  
funding \$65,000  
PR# 71434488  
ACRN: BR (OTHER)

100203 Incremental  
funding \$65,000  
PR# 71434491  
ACRN: BS (OTHER)

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100204 Incremental  
funding \$65,000  
PR# 71434492  
ACRN: BT (OTHER)

100205 Incremental  
funding \$65,000  
PR# 71434493  
ACRN: BU (OTHER)

100206 Incremental  
funding \$19,295  
PR# 71434494  
ACRN: BV (OTHER)

100207 Incremental  
funding \$12,000  
PR# 71434496  
ACRN: BW (OTHER)

100208 Incremental  
funding \$28,816  
PR# 71434498  
ACRN: BX (OTHER)

100209 Incremental  
funding \$69,000  
PR# 71434504  
ACRN: BY (OTHER)

100210 Incremental  
funding \$33,000  
PR# 71434506  
ACRN: BZ (OTHER)

100211 Incremental  
funding \$61,500  
PR# 71434508  
ACRN: CA (OTHER)

100212 Incremental  
funding \$81,783  
PR# 71778547  
ACRN: BJ (OTHER)

100213 Incremental  
funding \$80,000  
PR# 71778544  
ACRN: BE (OTHER)

100214 Incremental  
funding \$80,000  
PR# 71778543  
ACRN: BB (OTHER)

100215 Incremental  
funding \$80,000  
PR# 71778513  
ACRN: AY (OTHER)

100216 Incremental  
funding \$65,000  
PR# 71778512  
ACRN: AW (OTHER)

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100217 Incremental  
funding \$49,000  
PR# 71778563  
ACRN: CB (OTHER)

100218 Incremental  
funding \$30,000  
PR# 71778545  
ACRN: BN (OTHER)

100219 Incremental  
funding \$10,000  
PR# 71778539  
ACRN: AZ (OTHER)

100220 Incremental  
funding \$ 9,000  
PR# 71778467  
ACRN: AQ (OTHER)

100221 Incremental  
funding \$14,000  
PR# 72390172  
ACRN: CC (OTHER)

100222 Incremental  
funding \$11,000  
PR# 72390163  
ACRN: CD (OTHER)

100223 Incremental  
funding \$7,000  
PR# 72390160  
ACRN: BJ (OTHER)

100224 Incremental  
funding \$7,000  
PR# 72390173  
ACRN: CE (OTHER)

100225 Incremental  
funding \$7,000  
PR# 72390171  
ACRN: BV (OTHER)

100226 Incremental  
funding \$3,000  
PR# 72390165  
ACRN: CF (OTHER)

100227 Incremental  
funding \$182,518  
PR# 80034688  
ACRN: CP (OTHER)

100228 Incremental  
funding \$5,008  
PR# 82618883  
ACRN: DN (OTHER)

1003	Term Form Task Order - see FAR 16.306(d)(2) provide services	27964.0 LH	\$1,175,474.00	\$94,038.00	\$1,269,512.00
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for Landing  
 Craft, Air  
 Cushion's  
 Technical Support  
 Activity per  
 Section C  
 Statement of Work  
 and attached  
 Contract Data  
 Requirements List  
 (CDRL) and  
 Contract Security  
 Classification,  
 DD Form 254.  
 Estimated amount  
 for Material is  
 \$5,600. (OTHER)

100301 Incremental  
 funding  
 PR# 72616405  
 ACRN: CG (OTHER)

100302 Incremental  
 funding  
 PR# 72616384  
 ACRN: CG (OTHER)

100303 Incremental  
 funding  
 PR# 72616407  
 ACRN: CH  
 (OTHER)

100304 Incremental  
 funding  
 PR# 72616410  
 ACRN: CG (OTHER)

100305 Incremental  
 funding  
 PR# 72616417  
 ACRN: CJ (OTHER)

100306 Incremental  
 funding  
 PR# 72616427  
 ACRN: CK (OTHER)

100307 Incremental  
 funding  
 PR# 73183578  
 ACRN: CL (OTHER)

100308 Incremental  
 funding  
 PR# 73183567  
 ACRN: CM (OTHER)

100309 Incremental  
 funding  
 PR# 73234503  
 ACRN: CN (OTHER)

100310 Incremental

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funding  
PR# 80034701  
ACRN: CQ (OTHER)

100311 Incremental  
funding  
PR# 80034703  
ACRN: CR (OTHER)

100312 Incremental  
funding  
PR# 882533343  
ACRN: DP (OTHER)

4000 Term Form Task                    27964.0 LH        \$1,222,267.00        \$97,782.00        \$1,320,049.00  
Order - see FAR  
16.306(d)(2)  
provide services  
for Landing  
Craft, Air  
Cushion's  
Technical Support  
Activity per  
Section C  
Statement of Work  
and attached  
Contract Data  
Requirements List  
(CDRL) and  
Contract Security  
Classification,  
DD Form 254.  
Estimated amount  
for Material is  
\$5,600. (OTHER)

400001 Incremental  
funding  
PR# 80034685  
ACRN: CS (OTHER)

400002 Incremental  
funding  
PR# 80034702  
ACRN: CT (OTHER)

400003 Incremental  
funding  
PR# 80672203 ACRN  
CU (OTHER)

400004 Incremental  
funding  
PR# 81006496 ACRN  
CV (OTHER)

400005 Incremental  
funding  
PR# 81006101 ACRN  
CW (OTHER)

400006 Incremental  
funding  
PR# 81006469 ACRN  
CX (OTHER)

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400007 Incremental  
funding  
PR# 81402844 ACRN  
CY (OTHER)

400008 Incremental  
funding  
PR# 81413222 ACRN  
CZ (OTHER)

400009 Incremental  
funding  
PR#81518081 ACRN  
DA (OTHER)

400010 Incremental  
funding  
PR # 81402865  
ACRN DB (OTHER)

400011 Incremental  
funding  
PR # 81930305  
ACRN DC (OTHER)

400012 Incremental  
funding  
PR # 82533383  
ACRN DD (OTHER)

400013 Incremental  
funding  
PR # 82533403  
ACRN DE (OTHER)

400014 Incremental  
funding  
PR # 82533421  
ACRN DF (OTHER)

400015 Incremental  
funding  
PR # 82533441  
ACRN DG (OTHER)

400016 Incremental  
funding  
PR # 82533465  
ACRN DH (OTHER)

400017 Incremental  
funding  
PR # 82533468  
ACRN DJ (OTHER)

400018 Incremental  
funding  
PR # 82533463  
ACRN DK (OTHER)

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (Revised 9/25/07)

FOR SUPPORT TO THE LANDING CRAFT, AIR CUSHION'S TECHNICAL SUPPORT ACTIVITY

### 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 Cushioned (LCAC) program. The NSWC PC 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. The Contractor will provide a level of effort to support on-going programs managed by the Logistics Managers for LCAC.

### 1.1 PURPOSE

The Government requires subject matter experts (SME) with in-depth knowledge of the LCAC logistics support baseline and the processes to continue program support. The contractor must have thorough knowledge of the current LCAC logistics posture and the processes developed with the initiation or revision to logistics support. This Statement of Work (SOW) describes the requirements to be provided by the contractor in delivery of logistics and administrative 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. This task is for comprehensive logistics support to LCAC, including supportability, maintenance planning, supply support, support equipment management, program support, training, and feedback resolution. Many of the tasks are updates to previous products based upon lessons learned or configuration changes.

### 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.

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## 2.1 MILITARY SPECIFICATIONS

- a. MIL-PRF-49506 Performance Specification, Logistics Management Information; dated 11 November 1996

## 2.2 MILITARY STANDARDS

- a. DoD-STD-7935 DoD Automated Information Systems Standard
- b. DoD-STD-795 DOD Automated Information System Standards
- c. MIL-M-38784B Manuals; Technical: General Style and Format Requirements
- d. MIL-M-15071H Manuals; Technical: Equipment and Systems Content Requirements, Technical

## 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. COSAL Preparation and Maintenance Manual (SPCCINST 4441.173)
- c. LCAC Craft Alteration Records
- d. LCAC Alterations Equivalent to Repair
- e. MIL-HDBK-502, DoD Handbook, Acquisition Logistics; dated 30 May 1997

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f. PSNS Det Boston Document Type Definition (DTD); dated 9 November 1998

### 3.0 REQUIREMENTS

There are two specific areas 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 PC's own analysis, or feedbacks generated by actual fleet operating units. Individual assignments include 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).

#### 3.1 TASK 1. Supportability Analysis (SA)

The contractor shall conduct a SA when changes to craft configuration are initiated due to CRAFTALTs, system/sub-system redesigns, or the inclusion of new equipment. The SA will 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 tasking.

#### 3.2 TASK 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 ACUs. For planning purposes, the government expects that there will be five (5) new

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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. Updating the configuration within the Weapon System File with use of ICAPS, and the monitoring of NAVICP actions after each update, shall be accomplished by the contractor and submitted in accordance with CDRL A002. Approximately fifty (50) 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 NAVSEALOGCEN in accordance with CDRL A002. It is anticipated that ten (10) AEL updates will be required during this tasking.

3.2.4 NSWC PC currently repairs numerous circuit card assemblies and equipments for LCAC. The contractor shall review and identify all components which NSWC PC or their sub-contractors currently repair. When determined as cost effective and warranted repair actions, the contractor shall update ICAPS data to ensure NAVICP files reflect NSWC PC is designated as the authorized DOP and submit to NAVICP in accordance with CDRL A002.

### 3.2.5 R-RAM Parts Identification. (Base year only)

The contractor shall review government provided parts listings to identify National Stock Number (NSN) items. This initial review 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 APL/APLs will be annotated.

A second review will be performed for items that have a Local Item Control Number (LICN) or, in a small case, no number assigned within the Stock Number columns. Much of this material is listed with a reference such as a drawing and find number. These will have to be researched thoroughly with drawings and other technical data to determine if a true vendor part number and NSN exists. These will be reviewed to determine if there is an existing NSN in the system. During this review, it will also be determined 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 non-standard and not candidate for cataloguing into the Federal Supply System.

The above reviews should complete the majority of the material reviews. However, it is anticipated that a minority of

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material listed on the provided inventory listings will not have sufficient information to make determinations as to what it is. These will require a physical inspection of the material to assist in making determinations. For items with inaccurate part numbers or no identifiable references listed, a physical review will be performed to identify their identification number that is more commonly used in the LCAC program.

The completed reviews will create some level of follow on activity. Some items will have a NSN but not applicable to an existing APL's configuration. These will be reviewed if an update to the APL is suggested. If concurrence is received, the ICAPS updated will be accomplished under the current provisioning level of effort.

Many of the raw material (sheet metals, tubing, etc) will not be within the minimum quantities of the NSN. Most likely these will remain as LICNs and may be for local use only with only little value to the fleet. Post review discussions will be made with ISEA engineering and the waterfront craft maintainers to assist in these determinations.

### 3.3 TASK 3. Fleet Modernization

Alterations are planned and performed on LCAC to resolve many different issues (e.g., safety issues, mission changes, enhancements in reliability, back fit to equipment upgrades, etc.). Efforts include the review of expected supportability issues with the upgrade; performing ILS impact assessments; and developing resolutions in areas of supply support, S&TE, training, maintenance planning, and scheduled maintenance assist documents. It is estimated that there will be fifteen (15) 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.

### 3.4 TASK 4. MIP/MRC Management

Maintenance Requirement Cards (MRC) and Maintenance Index Pages (MIP) are developed when such tasks will prevent a decrease in reliability, a loss of mission capability, a deterioration of safety to unacceptable levels, or when

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the tasks will significantly reduce the life cycle cost. Scheduled Maintenance document development or revision shall be performed online by the contractor using 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 will be required when new equipment is introduced in the LCAC program or when the need becomes known for existing equipment. The contractor shall analyze requirements and develop documentation to support the new scheduled maintenance requirement. Draft MIP/MRC shall be provided. 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 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 reported by the Fleet Technical Support Centers (FTSC). Effort includes either updating an existing Maintenance Requirement Card (MRC) or generating a new one. Updates are performed online by making editorial changes to the existing MRC. Ten (10) PMS T-FBRs are anticipated during the course of this tasking. Products supporting these updates will be submitted to NSWC PC, Code E30, via the PMSMIS system.

### 3.5 TASK 5. Technical Manuals

The Contractor shall support the update and review of Legacy Manuals Based upon FMP, equipment operations, and maintenance upgrades. The contractor shall develop revisions of existing paragraphs, development of new paragraphs, revisions of illustrations, and/or the drawing of new illustrations. Each update will be developed via the TMDER process. After incorporation, a review of the change processed by the TMMA will be conducted. It is anticipated that there will be twenty (20) legacy updates required during the course of this tasking. Products supporting these updates will be delivered in accordance with CDRL A005.

#### 3.5.1 SLEP System Interactive Electronic Technical Manuals (IETM).

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As a result of various craft alterations, the COMM and CAMS System IETMs will require updating to incorporate the new SATCOM and MOM radios, new antenna arrangement, the new CAMS video cards, and display units. The contractor shall develop the revision of existing paragraphs, development of new paragraphs, revisions of illustrations, and/or the drawing of new illustrations. Each update will be developed via the TMDER process. After incorporation, a review of the change processed by the TMMA will be conducted. Products supporting these updates will be delivered in accordance with CDRL A006.

### 3.6 TASK 6. Feedback Resolutions.

Discrepancies in material support are reported to the ISEA for resolution. These are received from material item managers, the automated 3M reporting system, and directly from the fleet by way of the Anchor Desk.

#### 3.6.1 Automated COSAL Improvement Program (ACIP)

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 Allowance Pats List (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. For this tasking, eight ACIP reports with four hundred (400) actions are anticipated.

#### 3.6.2 NAVICP and DLA Engineering Assists.

When problems occur at Navy Inventory Control Point (NAVICP) or the Defense Logistics Agency (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 NSLC MIS system to manage the receipt and responses to DD339s. The MIS will be monitored for new actions, each issue will be reviewed, and resolutions will be submitted through the NSLC MIS system. It is anticipated fifty (50) DD339s will be received during for this task.

#### 3.6.3 Fleet Coordinated Shipboard Allowance Lists (COSAL) Feedback 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 Panama City, Code E30. It is anticipated that five (5) FCFBR will require resolution during this tasking.

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### 3.7 TASK 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 8. Support Equipment

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 Naval Sea Logistics Command (NSLC). 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.

#### 3.8.1 New SE Requirements.

As a result of the analysis conducted in paragraph 3.1, the contractor shall provide recommended new SE requirements as part of CDRL A001. Upon approval, redlined AELs will be developed by the contractor's provisioners for updating in accordance with Paragraph 3.2.3. Any technical data requirements will be gathered and subsequently sent to NAVSEALOGCEN to assist with cataloging.

### 3.9 TASK 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

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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 / improved LCAC parts by identifying potential alternate sources of supply as tasked by NSWC-PC. 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-PC 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 10. Training

The LCAC ISEA is responsible for reviewing fleet LCAC curriculum courseware for impacts initiated by configuration and craft operations changes, and the maintenance and presentation of crew and maintainer's familiarization (FAM) curriculum related to LCAC SLEP. FAM courses include the Operator/Engineer (OE), Navigator (NAV), Reliability Improvement Program (RIP) Differences, and the Hull, Mechanical and Electrical (HM&E) Differences.

#### 3.10.1 FAM Curriculum Maintenance.

Current curricula will need revising based upon the initiation of new/revised system/sub-system designs and from feedbacks from course presentations. Courseware material maintained shall include Instructor Guides and Student Guides. When funded via separate contract modification the contractor shall prepare documentation sufficient enough for the revision of current curriculum in accordance with CDRLs A008 and A009.

#### 3.10.2 FAM Curriculum Presentation.

When scheduled and funded via separate contract modification, the contractor shall provide instructors and courseware and present the courses to fleet personnel. At the conclusion of each course presentation, a summary report will be provided to illustrate list of students, presentation analysis and student feedbacks in accordance with CDRL A010.

#### 3.10.3 Training Curriculum Distribution (Base year only)

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The contractor shall reproduce existing LCAC OE/NAV training curriculum needed to support Assault Craft Unit Four training efforts as follows:

8 sets of Navigator student materials consisting of:

Information Sheets and color Student Activity Guides

Student Activity Guide Answer Sheets

Learning Activity Guides

Job Sheets

Tests

Test Answers

Instructor Guide and Power Points

14 sets of OE student materials consisting of:

Information Sheets

Student Activity Guides

Student Activity Guide Answer Sheets

Learning Activity Guides

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Job Sheets

Tests

Test Answers

Instructor Guide and Power Points

Grand Total: 24,963 pages - loose leaf - no binders, no three hole punch.

The finished products shall be shipped via FEDEX to ACU 4 upon a mutually agreed schedule to be provided by the government.

### 3.11 TASK 11 PROGRAM SUPPORT

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 (10) 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.

#### 3.11.1 On-Site ILS Project Engineer Support.

The Contractor shall provide an individual highly experienced and U.S. Navy trained with LCAC to assist the LCAC E30 ILS Project Engineer in the daily operations and execution of ILS development, implementation, and problem resolution. It is required that this individual be physically co-located with the government ILS team in government spaces. Support will include the investigation and resolution of customer inquiries/issues/concerns with respect to material, maintenance (routine and preventive), supply support, and technical documentation. This person shall be familiar with Navy supply system tools and applications and a wide variety of other ILS-related databases and resources. The employee will be called upon to interact directly with Fleet customers, NAVICP and DLA personnel.

#### 3.11.2 Technical Administrative Support.

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The contractor shall, using the guidance of SOW 2.2(e) and 2.2(f), technically support Codes E31, E32 and E33 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 E31, E32 and E33 Branch meetings and provide a detailed record of discussions, briefings, reports and action items generated during those meetings. Contractor personnel shall be provided with government office space 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 government office space and computer resources needed to complete their assignments.

### 3.11.4 Online Digital Library.

The contractor will utilize the government-provided government office space and hardware equipment (Expeditionary Warfare Platform Division Server) and the digitized data from paragraph 3.3 above to develop/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 proprietary 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.

### 3.11.5 Provide a LCAC Fleet support field representative

The Contractor shall provide a LCAC related, highly experienced, U.S. Navy trained person - to support the NSWC-PC LCAC Fleet Support Team as a LCAC Fleet Support Field Representative at Panama City, FL. The Field Rep must have held a Gas Turbine Electrical (GSE) rating while he/she served in the US Navy and have greater than 10 years

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experience as a US Navy qualified LCAC engineer. This representative will work within the NSWC-PC LCAC Fleet Support Team on a daily basis in supporting ACU-4, ACU-5, and PMS377 concerns. Prospective candidate should have held the position of U.S. Navy LCAC Engineer with a strong operations, maintenance, and repair background; and possess hands-on mechanical ability as well as the ability to single-handedly lead personnel in completing complex and major LCAC repairs. Support of all systems is desired; particular areas of concern are the entire LCAC drive train, its alignment, propellers and propeller shrouds. It is anticipated that this representative will require travel to support emergent repairs at the ACUs. Travel will entail a 5-day trip to ACU-4, Little Creek, VA and a 5-day trip to ACU-5, San Diego, CA. If the situation arises, additional travel may be required and tasked accordingly. Contractor personnel shall be provided with government office space and computer resources needed to complete their assignments.

### 3.11.6 Financial Analyst support

The contractor shall provide an individual to equally support both Codes E03 and E04 for budget formulation and administration by collecting and organizing work packages, monthly financial reporting to sponsors, and entering data into government financial systems. Contractor will prepare and analyze weekly internal financial reports based on CDBWeb and 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 government office space and computer resources needed to complete their assignments.

### 3.12 TASK 12 RISK MANAGEMENT SUPPORT

The Contractor shall provide qualified personnel to provide expert risk management efforts associated with organizational, technical, production and programmatic process controls and projections, risk analysis, production, fielding and life cycle servicing/support. The contractor shall provide support to the NSWC 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. Personnel qualifications shall include, at a minimum, technical engineering, administrative/ management and military operational background with recent senior level expert risk management experience in ACAT I program(s). Additionally the Contractor shall:

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

b) Serve as the Risk Administrator 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).

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### 3.13 TRAVEL.

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

One trip for one person for four days from Panama City FL to Camp Pendleton CA. (Mod 07)

One trip for one person for five days from Panama City FL to Washington DC to attend an IED & USMS Mission Systems Meeting. (Mod 10)

One trip for one person for three days from Panama City FL to Orlando FL to support the LCAC ISEA planning efforts for SME review/inputs to NAVAIR LCAC (SLEP & Legacy Systems) training.

One trip for one person for four days from Panama City FL to San Diego CA to attend an ILSMT & Training Working Group Meeting (Mod 12)

One trip for one person for five days from Panama City FL to San Diego CA to attend the LCAC Training Meeting. (Mod 14)

One trip for one person for five days from Panama City FL to Orlando FL (Apr 07)(Mod 18)

One trip for one person for four days from Panama City FL to Norfolk VA (May 07)(Mod 18)

One trip for one person for five days from Panama City FL to San Diego CA (Aug 07)(Mod 18)

One trip for one person for five days from Panama City FL to Norfolk VA (TBD 07)(Mod 18)

One trip for one person for five days from Panama City FL to San Diego CA (TBD 07)(Mod 18)

### 4.0 GOVERNMENT FURNISHED INFORMATION

NSWC PC will provide the following information as appropriate and as it becomes available or is requested by the Contractor. The contractor shall return all GFI to NSWC-PC upon completion of the task order.

a. LCAC SLEP drawings

b. Vendor's Equipment Technical Data Packages

c. ACU 5 COSAL (latest revision)

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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 PC's Commercial Off the Shelf (COTS) Systems and Parts Obsolescence Management Plan

l. Logistic Support documentation for NAVSEA LCAC contracts:

1. N00024-81-C-2118

2. N00024-83-C-2055

3. N00024-86-C-2075

4. N00024-86-C-2148

5. N00024-87-C-2089

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6. N00024-87-C-2096

7. N00024-89-C-2028

8. N00024-89-C-2110

9. N00024-91-C-2201

10. 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.

## 6.0 PERIOD OF PERFORMANCE

The period of performance shall be from award through 30 September 06 with four award term periods of one (1) year each that may be earned by satisfactory or better performance.

## 7.0 SECURITY

Performance of this effort may require access to or generation of classified material up to SECRET based on a "need to know" basis. The Contractor will not be required to generate or store classified information. The provisions of the attached DD Form 254 apply.

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## 8.0 DISTRIBUTION LIMITATION

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 DOD AND U.S. DOD CONTRACTORS ONLY;  
ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS  
DOCUMENT SHALL BE REFERRED TO COMNAVSEASYSKOM (PMS 377).

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. 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

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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 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.

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(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.

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

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## **SECTION D PACKAGING AND MARKING**

### PACKAGING AND MARKING

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

### SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

100 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **INSPECTION AND ACCEPTANCE**

Inspection and acceptance of 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 year will be from the date of award until 30 September 2006, for CLIN 1000. The period of performance for each of the four award term periods (if exercised) will be as follows:

Year 2 Award Term Period: 01 October 2006 - 28 May 2007 CLIN 1001

Year 3 Award Term Period: 29 May 2007 - 30 September 2007 CLIN 1002

Year 4 Award Term Period: 01 October 2007 - 30 September 2008 CLIN 1003

Year 5 Award Term Period: 01 October 2008 - 31 March 2009 CLIN 4000

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.

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist

Preetam Soomai, Code XPS2

Naval Surface Warfare Center Panama City

110 Vernon Ave

Panama City FL 32407-7001

[preetam.soomai@navy.mil](mailto:preetam.soomai@navy.mil)

Phone: (850) 636-6153

Task Order Manager (TOM)

Juan Acaron, Code E32

Phone: (850) 235-5799

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

The ceiling for this task order is increased as follows:

	FROM	BY	TO
ESTIMATED COST	\$4,573,631.00	\$1,222,268.00	\$5,795,899.00
FUNDED FEE	\$ 365,891.00	\$ 97,781.00	\$ 463,672.00
	=====	=====	=====
CPFF	\$4,939,522.00	\$1,320,049.00	\$6,259,571.00

Current funding under this Task Order:

\*updated from last incremental funding amount of \$388,669.00 under Mod 35

	FROM	BY	TO
ESTIMATED COST	\$5,435,826	\$359,879	\$5,795,705
FUNDED FEE	\$ 434,868	\$ 28,790	\$ 463,658
	=====	=====	=====
CPFF	\$5,870,694	\$388,669	\$6,259,363

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INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

-----  
Contractor's Authorized Representative

-----  
Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and order number
- (2) Identify CLIN/SubCLIN being billed.
- (3) Costs incurred and fixed fee billed.
- (4) Direct labor hours by labor category.
- (5) Other direct costs to be specified and substantiated.

(c) The contractor shall submit invoices as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in block 12 of this order, using Wide Area Work Flow (WAWF) or other DFAS approved electronic system. A hard copy or e-mail copy of all invoices must be provided to the Task Order Manager (TOM) and Contract Specialist identified in Section G.

(d) The TOM will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

Accounting Data		
SLINID	PR Number	Amount
-----		
100001	61234764	140000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601141		
100002	61234757	50000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601241		
100003	61234747	40000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601142		
100004	61234752	10000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601131		

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100005 61255323 53096.00  
 LLA :  
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX

100006 61255320 20700.00  
 LLA :  
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH0606131

MOD 2

100007 61805009 81000.00  
 LLA :  
 AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601T05

100008 61804973 19504.00  
 LLA :  
 AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABG0605111

MOD 3

100009 62064562 64994.00  
 LLA :  
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601142

100010 62064572 43128.00  
 LLA :  
 AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601151

100011 62064538 15026.00  
 LLA :  
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601131

100012 62064577 935.00  
 LLA :  
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601161

100013 62125899 4574.00  
 LLA :  
 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601222

MOD 4

100014 62378608 11772.00  
 LLA :  
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601221

MOD 5

100015 62544916 21400.00  
 LLA :  
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0604121

100016 62544930 20838.00  
 LLA :  
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0604121

100017 62544893 20000.00  
 LLA :  
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601231

100018 62544910 7300.00  
 LLA :  
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601221

100019 62544907 5500.00  
 LLA :  
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601141

100020 62544925 5000.00  
 LLA :  
 AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0604121

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MOD 6

100101 62578353 47330.00  
 LLA :  
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06003TX

100102 62578354 59040.00  
 LLA :  
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06004TX

100103 62578356 46510.00  
 LLA :  
 AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06005TX

100104 62578335 117250.00  
 LLA :  
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX

100105 62578352 9885.00  
 LLA :  
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06002TX

100106 62685092 25000.00  
 LLA :  
 AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601T04

100107 62588387 56500.00  
 LLA :  
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06002TX

100108 62588410 19490.00  
 LLA :  
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06003TX

100109 62588412 12210.00  
 LLA :  
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06004TX

100110 62684960 18113.00  
 LLA :  
 AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH0606141

MOD 7

100111 62850899 2627.00  
 LLA :  
 AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701111

MOD 8

100112 62901623 25000.00  
 LLA :  
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112

100113 62901636 10000.00  
 LLA :  
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112

100114 62901639 25000.00  
 LLA :  
 BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701113

100115 62901647 25000.00  
 LLA :  
 BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701114

100116 62901649 25000.00  
 LLA :  
 BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701115

MOD 9

100117 62932805 25000.00  
 LLA :

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BD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701116

100118 62932824 25000.00  
LLA :  
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312

100119 62932812 25000.00  
LLA :  
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312

MOD 10

100120 63128602 2375.00  
LLA :  
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31E360703102

MOD 11

100121 63242554 4812.00  
LLA :  
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0704011  
100122 63406031 2573.00  
LLA :  
BH 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH0606421

MOD 12

100123 70165078 2543.00  
LLA :  
BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701131

MOD 13

100124 70236644 80000.00  
LLA :  
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112  
100125 70236648 60000.00  
LLA :  
BK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701120  
100126 70236650 50000.00  
LLA :  
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701113  
100127 70236654 47633.00  
LLA :  
BD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701116  
100128 70236652 28699.00  
LLA :  
BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701115  
100129 70196067 31622.00  
LLA :  
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX  
100130 70196078 25708.00  
LLA :  
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX  
100131 70196086 18705.00  
LLA :  
BL 97X4930 NH1E 000 77777 0 000178 2F 000000 31E3706002TX  
100132 70196095 1344.00  
LLA :  
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX

MOD 14

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100133 70362578 87320.00  
 LLA :  
 BM AA 1771811 1576 253 WA377 0 069342 2D 000000 3DABA0701171  
 DOC. NO. N0002407WX20287 ACRN: AA

100134 70362599 50070.00  
 LLA :  
 BM AA 1771811 1576 253 WA377 0 069342 2D 000000 3DABA0701171  
 DOC. NO. N0002407WX20287 ACRN: AA

100135 70362604 24250.00  
 LLA :  
 BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701113

100136 70362607 91840.00  
 LLA :  
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112

100137 70362611 13080.00  
 LLA :  
 BN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701T02

100138 70362613 432990.00  
 LLA :  
 BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701T03

100139 70372985 2831.00  
 LLA :  
 BM AA 1771811 1576 253 WA377 0 069342 2D 000000 3DABA0701171  
 DOC. NO. N0002407WX20287 ACRN: AA

MOD 16

100140 70652570 40000.00  
 LLA :  
 BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701T03

100141 70652539 11399.00  
 LLA :  
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH06006TX

100142 70652546 2325.00  
 LLA :  
 BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312

MOD 17

100143 70850342 3000.00  
 LLA :  
 BM 1771811 1576 253 WA377 0 068342 2D 000000 3DABA0701171  
 DOC. NO. N0002407WX20287 ACRN: AA

100144 70922291 400.00  
 LLA :  
 BM 1771811 1576 253 WA377 0 068342 2D 000000 3DABA0701171  
 DOC. NO. N0002407WX20287 ACRN: AA

MOD 18

100145 71004921 15000.00  
 LLA :  
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112

MOD 19

100201 71434475 65000.00  
 LLA :  
 BQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P18

100202 71434488 65000.00  
 LLA :  
 BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P17

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100203 71434491 65000.00  
LLA :  
BS 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P16

100204 71434492 65000.00  
LLA :  
BT 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P15

100205 71434493 65000.00  
LLA :  
BU 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P14

100206 71434494 19295.00  
LLA :  
BV 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P13

100207 71434496 12000.00  
LLA :  
BW 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701311

100208 71434498 28816.00  
LLA :  
BX 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0704131

100209 71434504 69000.00  
LLA :  
BY 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH0751062

100210 71434506 33000.00  
LLA :  
BZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH0751051

100211 71434508 61500.00  
LLA :  
CA 97X4930 NH1E 000 77777 0 000178 2F 000000

MOD 21

100212 71778547 81783.00  
LLA :  
BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701131

100213 71778544 80000.00  
LLA :  
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312

100214 71778543 80000.00  
LLA :  
BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701114

100215 71778513 80000.00  
LLA :  
AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701111

100216 71778512 65000.00  
LLA :  
AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601T04

100217 71778563 49000.00  
LLA :  
CB 1771811 1576 253 WA377 0 068342 2D 000000 408028000000  
DOC. NO. N0002407WX20287 ACRN: AA

100218 71778545 30000.00  
LLA :  
BN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701T02

100219 71778539 10000.00  
LLA :  
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701112

100220 71778467 9000.00  
LLA :  
AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601231

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MOD 22

100217 71778563 (49000.00)  
 LLA :  
 CB 1771811 1576 253 WA377 0 068342 2D 000000 408028000000  
 DOC. NO. N0002407WX20287 ACRN: AA

100221 72390172 14000.00  
 LLA :  
 CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P06

100222 72390163 11000.00  
 LLA :  
 CD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA070190M

100223 72390160 7000.00  
 LLA :  
 BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701131

100224 72390173 7000.00  
 LLA :  
 CE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701T06

100225 72390171 7000.00  
 LLA :  
 BV 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P13

100226 72390165 3000.00  
 LLA :  
 CF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701P02

MOD 23

100301 72616405 180932.00  
 LLA :  
 CG 1771811 1576 253 WA377 0 068342 2D 000000 408025000000  
 DOC. NO. N0002407WX20287 ACRN: AB

100302 72616384 107791.00  
 LLA :  
 CG 1771811 1576 253 WA377 0 068342 2D 000000 408025000000  
 DOC. NO. N0002407WX20287 ACRN: AB

100303 72616407 81000.00  
 LLA :  
 CH 1771811 1576 312 WA377 0 068342 2D 000000 408024000000  
 DOC NO. N0002407WX20287 ACRN: AC

100304 72616410 10277.00  
 LLA :  
 CG 1771811 1576 253 WA377 0 068342 2D 000000 408025000000  
 DOC. NO. N0002407WX20287 ACRN: AB

100305 72616417 20000.00  
 LLA :  
 CJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E360703101

100306 72616427 18459.00  
 LLA :  
 CK 97X4930 NH1E 000 77777 0 000178 2F 000000 31E360703102

MOD 24

100307 73183578 200000.00  
 LLA :  
 CL 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801121

100308 73183567 100000.00  
 LLA :  
 CM 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801111

MOD 25

100309 73234503 10000.00

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LLA :  
CN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801112

MOD 26

100227 80034688 182518.00  
LLA :  
CP 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
DOC NO: N0002408WX00390 ACRN: AA

100310 80034701 126641.00  
LLA :  
CQ 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
DOC NO: N0002408WX00390 ACRN: AA

100311 80034703 408001.00  
LLA :  
CR 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
DOC NO: N0002408WX00390 ACRN: AA

400001 80034685 106920.00  
LLA :  
CS 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
DOC NO: N0002408WX00390 ACRN: AA

400002 80034702 85996.00  
LLA :  
CT 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
DOC NO: N0002408WX00390 ACRN: AA

MOD 27

400003 80672203 191041.00  
LLA :  
CU 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801211

MOD 28

400004 81006496 270000.00  
LLA :  
CV 97X4930 NHID 000 77777 0 061331 2F 000000 31ABA0801122

400005 81006101 96599.00  
LLA :  
CW 97X4930 NHID 000 77777 0 061331 2F 000000 31AAH0853118

400006 81006469 80000.00  
LLA :  
CX 1781804 8C6C253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
RCP# N0002408WX00390 ACRN: AA

MOD 29

400007 81402844 27000.00  
LLA :  
CY 97X4930 NHID 000 77777 0 061331 2F 000000 31AAH0851118

400008 81413222 50000.00  
LLA :  
CZ 97X4930 NHID 000 77777 0 061331 2F 000000 31RAD0803231

MOD 30

400009 81518081 10000.00  
LLA :  
DA 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801111

MOD 31

400010 81402865 27000.00  
LLA :

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DB 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH0851318

MOD 34

400011 81930305 82884.00  
 LLA :  
 DC 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3708006TX

MOD 35

100021 82533281 70248.00  
 LLA :  
 DL 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801122

100146 82618881 14601.00  
 LLA :  
 DM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801122

100228 82618883 5008.00  
 LLA :  
 DN 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801122

100312 82533343 6411.00  
 LLA :  
 DP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801111

400012 82533383 121968.00  
 LLA :  
 DD 1781811 1576 253 WA377 0 068342 2D 000000 408018000000  
 RCP: N0002408WX20140 ACRN: AA

400013 82533403 43188.00  
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 RCP: N0002408WX20140 ACRN: AB

400014 82533421 50000.00  
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400015 82533441 28000.00  
 LLA :  
 DG 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3508001TX

400016 82533465 13275.00  
 LLA :  
 DH 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3608002TX

400017 82533468 24970.00  
 LLA :  
 DJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3708012TX

400018 82533463 11000.00  
 LLA :  
 DK 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3508003TX

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Special Contract Requirements are in Section H of the Basic Contract.

### 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 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.

(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

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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.

#### 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.

#### 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;

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(3) The hourly rates of the incumbent and the proposed substitute; and

(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.

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## **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.

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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's

Final DD254

Technical Instruction Form

TI's 1001-01, 1001-02, 1001-03, 1001-04 and 1001-05 dated 25 September 2006.

TI's 1001-06, 1001-07, 1001-08, 1001-09 and 1001-10 dated 11 October 2006.

TI's 1001-11, 1001-12 and 1001-13 dated 11 October 2006.

TI's 1001-14, 1001-15, 1001-16, 1001-17, 1001-18, 1001-19 dated 12 January 2007.

TI 1001-02A dated 25 September 2006

TI 1001-19A dated 12 January 2007

TI 1001-14A dated 26 March 2007

TI 1001-05A dated 13 September 2007

TI 1001-22A dated 13 September 2007

TI 1001-20A dated 21 September 2007

TI 1001-19B dated 21 September 2007

TI-1001-05A dated 13 September 2007

TI-1001-22A dated 13 September 2007

TI-1001-20A dated 21 September 2007

TI 1001-19B dated 21 September 2007

TI-1003-01 dated 13 November 2007

TI-1003-02 dated 13 November 2007

TI 1003-03 dated 28 Dec 07

TI 1003-04 dated 28 Dec 07

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TI 1003-05 dated 28 Dec 07

TI 1003-06 dated 28 Dec 07

TI 1003-07 dated 2 Jan 08