

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 46	3. EFFECTIVE DATE 24-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58285	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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR05
CAGE CODE 1NPU4	FACILITY CODE 020278375
10B. DATED (SEE ITEM 13) 19-May-2006	

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

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) Eileen McBlain, Manager, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark P Ross, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Eileen McBlain (Signature of person authorized to sign)	15C. DATE SIGNED 06-Apr-2009	16B. UNITED STATES OF AMERICA BY /s/Mark P Ross (Signature of Contracting Officer)	16C. DATE SIGNED 06-Apr-2009

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to incrementally fund CLINS 1003 and 6000, change the Task Order Manager (TOM) and add Security Clauses. Accordingly, said Task Order is modified as follows:

1. Add

SubCLIN 100338	PR 90766593	\$10,000.00	ACRN FA
SubCLIN 100339	PR 90776786	\$ 8,246.00	ACRN FB
SubCLIN 100340	PR 83025306	\$ 7,194.51	ACRN FC
SubCLIN 100341	PR 90756470	\$ 891.00	ACRN FC
SubCLIN 600002	PR 90756467	\$ 1,296.72	ACRN FC
SubCLIN 600003	PR 90848748	\$ 11,160.50	ACRN FE
SubCLIN 600004	PR 90848749	\$ 8,194.50	ACRN FF
SubCLIN 100342	PR 90848807	\$ 21,410.00	ACRN FD
SubCLIN 100343	PR 90848687	\$ 14,756.00	ACRN FE
SubCLIN 100344	PR 90848734	\$ 14,559.00	ACRN FF
SubCLIN 100345	PR 90848814	\$ 5,125.00	ACRN FG
SubCLIN 100346	PR 90890468	\$ 24,182.00	ACRN FH
SubCLIN 100347	PR 90890471	\$ 22,953.00	ACRN FJ
SubCLIN 100348	PR 90890472	\$ 964.00	ACRN FK
SubCLIN 100349	PR 90890474	\$ 2,467.00	ACRN FL
SubCLIN 100350	PR 90890476	\$ 22,876.00	ACRN FM
SubCLIN 100351	PR 90890486	\$ 21,025.00	ACRN FN
SubCLIN 100352	PR 90890489	\$ 4,890.00	ACRN FP

Incremental funds of \$202,490.23 are added as follows:

	From	By	To
Cost	\$5,432,496.00	\$168,368.99	\$5,600,864.99
Fixed Fee	\$ 434,593.14	\$ 13,469.52	\$ 448,062.66
ODC	\$ 149,429.38	\$ 20,651.72	\$ 170,081.10
CPFF	\$6,016,518.52	\$202,490.23	\$6,219,008.75

2. Change TOM from Scott Freenstra to Ivan Velazquez-Padila

3. Add required NSWPCD clauses HR06 Security Requirements and HR07 Information Security Requirements to Section H Special Contract Requirements. Please see Section H for details.

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 \$202490.23 from \$6016518.52 to \$6219008.75.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 1 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Term Form Task Order - see FAR 16.306 (d) (2) to provide services for Landing Craft Air Cushion's C4N Program Support per Section C, Statement of Work and attached Contract Data Requirements List (CDRL) and Contract Security Classification DD Form 254. Estimated Travel is \$50,000 and the amount estimated for Material is \$5,000. (TBD)	19578.0 LH	\$750,578.00	\$60,044.00	\$810,622.00
100001	Upon issuance of award funding in the amount of \$33,500 is allotted. (TBD)				
100002	Incremental funding in the amount of \$113,000.00 (TBD)				
100003	Incremental funding in the amount of \$66,000.00 (TBD)				
100004	Incremental funding in the amount of \$57,000.00 (TBD)				
100005	Incremental funding in the amount of \$42,000.00 (TBD)				
100006	Incremental funding in the amount of \$40,000.00 (TBD)				
100007	Incremental				

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	3 of 48	

Requirements List
(CDRL) and
Contract Security
Classification DD
Form 254.
Estimated Travel
is \$100,000 and
the amount
estimated for
Material is
\$10,000. (TBD)

- 100101 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$75,000.00 (TBD)
- 100102 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$125,000.00 (TBD)
- 100103 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$100,000.00 (TBD)
- 100104 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$94,000.00 (TBD)
- 100105 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$74,500.00 (TBD)
- 100106 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$46,000.00 FOR
AADS FY07
INSTALLATION
SUPPORT. (TBD)
- 100107 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$31,000.00 FOR
AADS FY07
INSTALLATION
SUPPORT. (TBD)
- 100108 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$80,000.00 FOR
ENVIRONMENTAL
QUALIFICATION
TEST (EQT)
SCREENING OF THE
J-6771/KSQ AADSIU
MODULE. (TBD)
- 100109 INCREMENTAL

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	4 of 48	

FUNDING IN THE
AMOUNT OF
\$133,256.00 (TBD)

100110 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$117,650.00 (TBD)

100111 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$62,040.00 (TBD)

100112 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$24,750.00 (TBD)

100113 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$16,010.00 (TBD)

100114 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$12,220.00 (TBD)

100115 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$12,220.00 (TBD)

100116 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$11,140.00 (TBD)

100117 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$60,000.00 (TBD)

100118 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$25,000.00 (TBD)

100119 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$36,200.00 (TBD)

100120 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$11,500.00 (TBD)

100121 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$3,000.00 (TBD)

100122 INCREMENTAL

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 5 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

FUNDING IN THE
AMOUNT OF
\$37,000.00 (TBD)

100123 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$75,000.00 (TBD)

100124 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$20,000.00 (TBD)

100125 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$20,000.00 (TBD)

100126 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$50,000.00 (TBD)

100127 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$17,000.00 (TBD)

100128 DEOBLIGATION OF
FUNDS \$0 (TBD)

100129 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$164,500.00 (TBD)

100130 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$59,900.00 (TBD)

100131 INCREMENTAL
FUNDING IN THE
AMOUNT OF \$77,315
(TBD)

100132 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$70,000.00 (TBD)

100133 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$40,000.00 (TBD)

100134 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$40,000.00 (TBD)

100135 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$40,000.00 (TBD)

100136 INCREMENTAL FUNDS

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 6 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

IN THE AMOUNT OF
\$39,800.00 (TBD)

100137 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$24,600.00 (TBD)

100138 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$15,700.00 (TBD)

100139 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$15,000.00 (TBD)

100140 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$5,630.00 (TBD)

100141 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$11,185.00 (TBD)

100142 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$1,147.00 (TBD)

100143 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$18,190.00 (TBD)

100144 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$48,336.00 (TBD)

100145 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$36,964.98 (TBD)

100146 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$99,654.79 (TBD)

100147 INCREMENTAL FUNDS
IN THE AMOUNT OF
\$2,250.00 (TBD)

1002	Term Form Task Order - see FAR 16.306 (d) (2) to provide services for Landing Craft Air Cushion's C4N Program Support per Section C, Statement of Work and attached Contract Data Requirements List (CDRL) and Contract Security Classification DD Form 254. Estimated Travel is \$100,000 and	39155.0 LH	\$2,105,676.00	\$168,454.00	\$2,274,130.00
------	---	------------	----------------	--------------	----------------

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	7 of 48	

the amount
estimated for
Material is
\$10,000. (OTHER)

100201 Incremental
funding \$10,000
PR# 72773591 ACRN
BW (OTHER)

100202 Incremental
funding \$100,000
PR# 72998763 ACRN
BX (OTHER)

100203 Incremental
funding \$100,000
PR# 72998742 ACRN
BY (OTHER)

100204 Incremental
funding \$76,695
PR# 73102282 ACRN
BZ (OTHER)

100205 Incremental
funding \$100,000
PR# 73543561 ACRN
CA (OTHER)

100206 Incremental
funding \$46,510
PR# 73543564 ACRN
CB (OTHER)

100207 Incremental
funding \$40,342
PR# 73543582 ACRN
CC (OTHER)

100208 Incremental
funding \$50,000
PR# 73543583 ACRN
BY (OTHER)

100209 Incremental
funding \$97,305
PR# 73543606 ACRN
BZ (OTHER)

100210 Incremental
funding \$86,500
PR# 80576091 ACRN
CF (OTHER)

100211 Incremental
funding \$47,375
PR# 80576097 ACRN
CG (OTHER)

100212 Incremental
funding \$767
PR# 80576102 ACRN
CH (OTHER)

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	8 of 48	

100213 Incremental
funding \$10,648
PR# 80586402 ACRN
CA (OTHER)

100214 Incremental
funding \$13,100
PR# 80586423 ACRN
CC (OTHER)

100215 Incremental
funding \$2,880
PR# 80598032 ACRN
CS (OTHER)

100216 Incremental
funding \$40,000
PR# 80598086 ACRN
CJ (OTHER)

100217 Incremental
funding \$92,646
PR# 80576121 ACRN
CK (OTHER)

100218 Incremental
funding \$55,000
PR# 80576123 ACRN
CL (OTHER)

100219 Incremental
funding \$114,000
PR# 80586217 ACRN
CM (OTHER)

100220 Incremental
funding \$23,000
PR# 80586415 ACRN
CN (OTHER)

100221 Incremental
funding \$10,250
PR# 80734222 ACRN
CP (OTHER)

100222 Incremental
funding \$16,494
PR# 80713556 ACRN
CQ (OTHER)

100223 Incremental
funding \$12,440
PR# 80598093 ACRN
CR (OTHER)

100224 Incremental
funding \$15,200
PR# 80922863 ACRN
CB (OTHER)

100225 Incremental
funding \$49,000
PR# 80922883 ACRN
CK (OTHER)

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	9 of 48	

100226 Incremental
funding \$40,000
PR# 80922902 ACRN
CH (OTHER)

100227 Incremental
funding \$100,000
PR# 81278223
ACRN CT (OTHER)

100228 Incremental
funding \$30,000
PR# 81288330
ACRN CU (OTHER)

100229 Incremental
funding \$27,000
PR# 81278221
ACRN CV (OTHER)

100230 Incremental
funding \$2,630
PR# 80596888
ACRN CW (OTHER)

100231 Incremental
funding \$1,850
PR# 80596919
ACRN CW (OTHER)

100232 Incremental
funding \$1,870
PR# 80596920
ACRN CW (OTHER)

100233 Incremental
funding \$37,716
PR# 81506523
ACRN CX (OTHER)

100234 Incremental
funding \$82,800
PR# 81611322
ACRN CY (OTHER)

100235 Incremental
funding \$150,000
PR# 81613188 ACRN
CT (OTHER)

100236 Incremental
funding \$11,000
PR# 81613190 ACRN
CZ (OTHER)

100237 Incremental
funding \$229,677
PR# 81718018 ACRN
BA (OTHER)

100238 Incremental
funding \$37,000
PR# 81761237 ACRN
BB (OTHER)

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	10 of 48	

100239 Incremental
funding \$88,400
PR# 80630001 ACRN
AA (OTHER)

100240 Incremental
funding \$1,131
PR# 82032954 ACRN
DC (OTHER)

100241 Incremental
funding \$7,134.29
PR# 82075374 ACRN
DD (OTHER)

100242 Incremental
funding \$35,000
PR# 82054495 ACRN
DE (OTHER)

100243 Incremental
funding \$86,000
PR# 82353281 ACRN
DD (OTHER)

100244 Incremental
funding \$4,087.86
PR# 82405677 ACRN
DC (OTHER)

100245 Incremental
funding \$1,182.53
PR# 82405670 ACRN
DF (OTHER)

100246 Incremental
funding
\$15,688.29 PR#
82405682 ACRN DG
(OTHER)

100247 Incremental
funding
\$13,618.68 PR#
82480966 ACRN DH
(OTHER)

100248 Incremental
funding \$3,891.05
PR# 82480921 ACRN
DJ (OTHER)

100249 Incremental
funding \$3,891.05
PR# 82480928 ACRN
DK (OTHER)

100250 Incremental
funding \$3,891.05
PR# 82480961 ACRN
DL (OTHER)

100251 Incremental
funding
\$35,019.46 PR#

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 11 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

82480926 ACRN DM
(OTHER)

100252 Incremental
funding

\$10,700.39 PR#
82480982 ACRN DN
(OTHER)

100253 Incremental
funding \$343

PR# 82554684 ACRN
DC (OTHER)

100254 Incremental
funding \$2,221

PR# 82554789 ACRN
DP (OTHER)

1003 Term Form Task 39155.0 LH \$2,054,603.70 \$164,368.30 \$2,218,972.00

Order - see FAR
16.306 (d) (2) to
provide services
for Landing Craft
Air Cushion's C4N
Program Support
per Section C,
Statement of Work
and attached
Contract Data
Requirements List
(CDRL) and
Contract Security
Classification DD
Form 254.
Estimated Travel
is \$100,000 and
the amount
estimated for
Material is
\$10,000. (OTHER)

100301 Incremental
funding \$7,750

PR# 80596921
(OTHER)

100302 Incremental
funding \$11,858

PR# 82565446
(OTHER)

100303 Incremental
funding \$10,756

PR# 82555305
(OTHER)

100304 Incremental
funding \$8,755

PR# 83025272
(OTHER)

100305 Incremental
funding \$1,727.16

PR# 82954625

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	12 of 48	

(OTHER)

100306 Incremental
funding
\$13,041.47 PR#
82954588 (OTHER)

100307 Incremental
funding \$3,018.48
PR# 82904094
(OTHER)

100308 Incremental
funding \$4,889.63
PR# 82944493
(OTHER)

100309 Incremental
funding \$4,387
PR# 82954534
(OTHER)

100310 Incremental
funding \$85,019
PR# 82954625
(OTHER)

100311 Incremental
funding \$5,124
PR# 83402222 ACRN
EM (OTHER)

100312 Incremental
funding \$5,116.40
PR# 83392025 ACRN
EJ (OTHER)

100313 Incremental
funding \$22,232
PR# 83381867 ACRN
EA (OTHER)

100314 Incremental
funding
\$18,753.60 PR#
83381881 ACRN EB
(OTHER)

100315 Incremental
funding \$11,368
PR# 83381935 ACRN
EC (OTHER)

100316 Incremental
funding \$1,305
PR# 83402238 ACRN
EC (OTHER)

100317 Incremental
funding \$2,410
PR# 83402233 ACRN
ED (OTHER)

100318 Incremental
funding \$13,011

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	13 of 48	

PR# 83402237 ACRN
EE (OTHER)

100319 Incremental
funding \$70,971
PR# 83381862 ACRN
EF (OTHER)

100320 Incremental
funding \$23,420
PR# 83381932 ACRN
EG (OTHER)

100321 Incremental
funding \$21,000
PR# 83442559 ACRN
EJ (OTHER)

100322 Incremental
funding \$685
PR# 83432384 ACRN
EK (OTHER)

100323 Incremental
funding \$429.94
PR# 83432395 ACRN
EK (OTHER)

100324 Incremental
funding \$1,414.13
PR# 83432395 ACRN
EL (OTHER)

100325 Incremental
funding \$16,880
PR# 90136234 ACRN
EH (OTHER)

100326 Incremental
funding \$7,368
PR# 90146462 ACRN
EN (OTHER)

100327 Incremental
funding \$10,757
PR# 90146466 ACRN
EP (OTHER)

100328 Incremental
funding \$32,900
PR# 90156698 ACRN
EQ (OTHER)

100329 Incremental
funding \$7,890
PR# 90156703 ACRN
ER (OTHER)

100330 Incremental
funding \$8,481
PR# 90156707 ACRN
ES (OTHER)

100331 Incremental
funding \$40,300

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	14 of 48	

PR# 90432899 ACRN
ET (OTHER)

100332 Incremental
funding \$13,000
PR# 90432903 ACRN
EU (OTHER)

100333 Incremental funds
\$21,914.72 PR#
90483106 ACRN EV
(OTHER)

100334 Incremental funds
\$14,130.94 PR#
90483145 ACRN EW
(OTHER)

100335 Incremental
funding \$7,138.82
PR# 90483146 ACRN
EX (OTHER)

100336 Incremental
funding \$69,195
PR# 90483192 ACRN
EY (OTHER)

100337 Incremental funds
\$16,526.85 PR#
90483148 ACRN EZ
(OTHER)

100338 Incremental funds
\$10,000 PR#
90766593 ACRN FA
(OTHER)

100339 Incremental funds
\$8,246 PR#
90776786 ACRN FB
(OTHER)

100340 Incremental funds
\$7,194.51 PR#
83025306 ACRN FC
(OTHER)

100341 Incremental funds
\$891 PR#
90756470 ACRN FC
(OTHER)

100342 Incremental funds
\$21,710 PR#
90848807 ACRN FD
(OTHER)

100343 Incremental funds
\$14,756 PR#
90848687 ACRN FE
(OTHER)

100344 Incremental funds
\$14,559 PR#

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 15 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

90848734 ACRN FF
(OTHER)

100345 Incremental funds
\$5,125 PR#
90848814 ACRN FG
(OTHER)

100346 Incremental funds
\$24,182 PR#
90890468 ACRN FH
(OTHER)

100347 Incremental funds
\$22,953 PR#
90890471 ACRN FJ
(OTHER)

100348 Incremental funds
\$964 PR#
90890472 ACRN FK
(OTHER)

100349 Incremental funds
\$2,467 PR#
90890474 ACRN FL
(OTHER)

100350 Incremental funds
\$22,876 PR#
90890476 ACRN FM
(OTHER)

100351 Incremental funds
\$21,025 PR#
90890486 ACRN FN
(OTHER)

100352 Incremental funds
\$4,890 PR#
90890489 ACRN FP
(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Cost	1.0 Lot	\$110,000.00
	- Travel \$100,000 and Materials \$10,000 for the Third Award Term. (OTHER)		
300001	INCREMENTAL FUNDING FOR TRAVEL \$5,960 PR# 83045725 (OTHER)		
300002	INCREMENTAL FUNDING FOR TRAVEL \$55,000 PR# 82914306		

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 16 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

(OTHER)

300003 INCREMENTAL
FUNDING FOR
TRAVEL \$32,565
PR# 83381933
(OTHER)

300004 INCREMENTAL
FUNDING FOR
TRAVEL \$11,669.69
PR# 90136229
(OTHER)

300005 INCREMENTAL
FUNDING FOR
TRAVEL \$4,805.31
PR# 90432800
(OTHER)

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 for Landing Craft Air Cushion's C4N Program Support per Section C, Statement of Work and attached Contract Data Requirements List (CDRL) and Contract Security Classification DD Form 254. Estimated Travel is \$100,000 and the amount estimated for Material is \$10,000. (OTHER) Option	39155.0 LH	\$2,107,414.80	\$168,593.20	\$2,276,008.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Other Direct Cost - Travel \$100,000 and Materials \$10,000 for the Fourth Award Term. (OTHER)	1.0 Lot	\$110,000.00

600001 INCREMENTAL
FUNDING FOR

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 17 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

TRAVEL
\$39,429.38 PR
90716025 (OTHER)

600002 INCREMENTAL FUNDS
/ MATERIAL
\$1,296.72 PR
90756467 (OTHER)

600003 INCREMENTAL FUNDS
FOR TRAVEL
\$11,160.50 PR
90848748 (OTHER)

600004 INCREMENTAL FUNDS
FOR TRAVEL
\$8,194.50 PR
90848749 (OTHER)

EXERCISE OF OPTIONS

The award Term provisions in Section H of the contract apply to option items 1001, 1002, 1003, 3000, 4000, and 6000. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 1 will be exercised prior to the end of Base Year, the option Year 2 will be exercised prior to end of Year 1, and so on. Exercise of options for performance beyond the expiration of the basic contract of 4 April 2010 is contingent on the basic contract being extended by the PCO.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 18 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

12 December 2005

STATEMENT OF WORK FOR LCAC C4N PROGRAM SUPPORT

PURCHASE REQUEST N00178-53633797

SEAPORT-e N61331-06-NR-55155

1.0 SCOPE

The Naval Surface Warfare Center (NSWC), Panama City (NAVSURFWARCEN PANAMA CITY FL) is the Systems Integration Agent (SIA), In-Service Engineering Agent (ISEA), Technical Support Activity (TSA) and Software Support Activity in support of the Landing Craft, Air Cushion (LCAC) Command, Control, Communications, Computers, and Navigation (C4N) program. The NAVSURFWARCEN PANAMA CITY FL provides support in all aspects of the LCAC C4N program, specifically; LCAC specifications, in-service engineering, life cycle sustainment, software support, and hardware/software development of new systems. This effort provides for the support of on-going C4N programs developed by the Acquisition and the Life Cycle Managers for the LCAC.

Tasking for this effort will be provided in three functional areas: Engineering/Technical Services, Software Support and technical support for Government program management functions. The primary objective is for the resolution of technical problems in engineering, design, maintainability and software support. These technical problems may be the result of direction from the LCAC program office, NAVSURFWARCEN PANAMA CITY FL's own analysis, or feedbacks generated by actual fleet operating units. Each tasking area is listed within this statement of work separately but action toward resolution may include levels of effort from more than one task area.

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 conflicts 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 reference) shall be for guidance only.

2.1 Military Specifications:

- a. MIL-D-23140C, Drawings, Installation Control for Shipboard Electronic Equipment.
- b. DOD-D-1000B Drawings, Engineering and Associated Lists

2.2 Military Standards:

- a. MIL STD 498, Software Development and Documentation

2.3 Other Documents:

- a. LCAC Safe Engineering and Operations Manual (SEAOPS)
- b. Software Project Engineer's Handbook Version 2.0 (CSS/MP-97/5)
- c. LCAC C4N Software Configuration Management Plan (SCMP)
- d. LCAC C4N Software Quality Assurance Plan (SQAP)

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 19 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

e. LCAC C4N Software Management Plan (SMP)

3.0 REQUIREMENTS

3.1 LCAC C4N Engineering and Technical Support

The contractor shall provide engineering support through the development of advisories and engineering resolutions to fleet-reported communication, navigation and electrical systems' problems and failures. This support will be predicated upon an accumulative knowledge of the LCAC navigational and electrical systems' evolution over the life of the LCAC program; which, in turn, is supported by extensive hands on experience of all aspects of the LCAC, and the necessity for continuity of that knowledge.

The Contractor shall provide LCAC C4N engineering, drafting and technical support that includes capabilities in electrical engineering, mechanical engineering, marine engineering, computer systems engineering, systems analysis, and computer programming. Most analyses are expected to require multi-disciplinary teams to provide engineering, logistics, and project support consisting of engineering design, review, analysis, and impact studies.

The Contractor shall technically support Government Independent Verification and Validation of C4N and electrical equipment developed by other vendors. This effort consists of providing technical analyses of system and software requirements and verifications; design analysis and verification; code analysis, analysis of developer test program evaluation and verification; independent test plan/procedures development; and independent test validation.

The Contractor shall assist in the development of craft alterations packages and craft alterations equivalent to repair (AERs). The contractor shall provide expertise to and assist the LCAC in-service engineering activity (ISEA) in resolving fleet ISEA case studies. The contractor shall provide drafting support during development of drawings to support craft alteration packages. The contractor shall provide technical editor support during development of Technical Support Request proposals, white papers, craft alterations, and alterations equivalent to repair.

Technical Support will be provided by the contractor to perform the following tasks: Installation of currently scheduled Craft Alterations, ComSec tests and checkouts based upon familiarity of previous alterations.

3.2 System/Software Testing/Verification/Validation Support

The contractor shall establish, document, and monitor the project's software configuration management program. The contractor shall maintain the Problem/Change Report (PCR) and Engineering Change Proposal (ECP) database and monitor its status to determine the need for SCCB action. The contractor shall maintain a reference paper copy of all PCRs. The contractor shall generate a monthly PCR status report. The contractor shall assign unique identifiers to all project Configuration Items (CIs). The contractor shall control and maintain the official project SCM Library and the electronic portion of the SSA Reference Library. The contractor shall maintain the Software Baseline Configuration Status Accounting (CSA) database(s) and generate/distribute periodic CSA reports. The contractor shall participate in configuration audits. The contractor shall ensure official builds are generated from approved baselines. The contractor shall provide necessary CM training to other project members. The contractor shall schedule and coordinate SCCB meetings, including the creation and distribution of meeting agendas and minutes, and the distribution of copies of agenda items for review prior to the SCCB meeting. The contractor shall convene emergency SCCB meetings and coordinate SCCB actions with SCCB members to address time-critical software problems. The contractor shall submit SCCB approved Advance Change/Study Notice (ACSNs) and ECPs to the acquisition manager. The contractor shall update the LCAC C4N Software Configuration Management Plan in accordance with current LCAC C4N SSA policies and procedures.

The contractor shall technically support the LCAC C4N SLEP Universal Keyboard (UKB)/Control and Alarm Monitoring System (CAMS) software engineering effort. The contractor shall have detailed knowledge of the LCAC C4N SLEP systems to include the UKB, Control Alarm and Monitoring System (CAMS), the Navigation (NAV) system and the systems and simulators that UKB and CAMS interfaces with. The contractor shall assist in maintaining all associated UKB, and CAMS software documentation. The contractor shall support all Block Cycle software development and maintenance releases planned for this period of performance. The contractor shall assist in maintaining the interface requirements specifications and interface design description documents related to the UKB and CAMS. The contractor shall support the estimation and prioritization of LCAC Problem / Change Requests (PCRs) for all Block Cycle software efforts.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 20 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

3.2.1 LSFII Effort – Software Configuration Management (SCM)

The contractor shall support the NSWC-PC ISEA by the establishment, documenting and maintenance of a compatible software configuration management system at their Back Beach Road facility for the LSFII engineering development configuration baseline. All hardware required to implement this SCM system shall be purchased by L-3 and are outside the scope of this contract.

3.2.2 LSFII Effort – Software Engineering Support

The contractor shall support the ISEA by providing technical software engineering support as required for the LSFII effort, to be housed at their Back Beach Road facility.

3.2.3 LSFII Effort – Government Furnished Equipment/Government Furnished Information (GFE/GFI) to L-3

A single baseline release of certified Block Cycle 4 (4.5.1.0) source code will be provided to L-3 by the ISEA for the sole purpose of implementing engineering changes required by the LSFII effort. Said source code is the product of the Department of Defense (DoD), and said source code, any and all changes made to said source code, and any executables created from said source code, are solely the property of the DoD. Upon completion of the LSFII effort, all source code, all source code change history, executables, documentation, and any other product created under this effort shall be returned to the ISEA, in its entirety, and an independent Government audit conducted of L-3's systems to ensure that no remaining DoD-owned property remains at their facility from this effort.

In addition, requests for technical assistance and GFI outside of the scope of the WFPP agreement with Sperry Marine (a/k/a Northrop Grumman) and the NSWC-PC ISEA, will be reviewed by the ISEA and provided at its discretion.

3.3 C3N/C4N ACU-4 On-Site Representative (OSR)

The contractor shall provide an On-Site Representative (OSR) whose mission shall be to provide on-site Command, Control, Communications, Computers and Navigation (C4N) support to Assault Craft Unit (ACU) 4. Support includes continuity and subject matter reference as well as troubleshooting and maintenance assistance, both corrective and preventive, of LCAC C4N equipment.

The OSRs responsibilities shall be to provide support for installation teams, on-site survey and data collection. The on-site representative shall also serve as a liaison between NSWC-PC and ACU 4 for the gathering and distribution of information. LCAC C4N shall provide the onsite representative with a cellular telephone in order to be available while in the field and on the craft. NSWC PC OSR shall also provide instruction and familiarization to ACU 4 personnel on the installation of C3N/C4N CRAFT-ALTS (C/A) and Alterations Equivalent to Repair (AERs) as required. The OSR shall provide the corporate knowledge and on-the-job (OJT) that is needed to keep the C3N/C4N maintenance personnel up to speed on supported and approved C3N/C4N equipment. It is not the responsibility of the NSWC PC OSR to provide formal C3N/C4N operator/ maintenance training or to install the C/As or AERs but to become familiar with the procedures and documentation to accomplish these tasks and to assist ACU 4 personnel in becoming qualified to accomplish these tasks.

3.4 LCAC C4N Project and Administrative Support

The Contractor shall provide project support consisting of preparation of planning documentation and schedules, engineering documentation, and presentations in support of LCAC C4N Project Engineers for presentation to higher authority. The contractor shall provide administrative support by updating internal NSWC-PC C4N project plans with project expenditures and progress data to support earned value metric reports to higher authority.

3.5 Travel

Travel may be required each year during the period of performance to support this effort estimated as follows:

Destinations:

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 21 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

- Norfolk, VA - COMM Systems Groom
- Camp Pendleton, CA - COMM Systems Groom
- Norfolk, VA - Conduct Tech Assist to ACU-4
- Camp Pendleton, CA - Conduct Tech Assist to ACU- 5
- Attend Fleet Support Conferece
- Panama City, FL - C4N Training
- OSRs to attend TSR Reviews
- OSRs to attend Fleet Support Conference
- Norfolk, VA - C/A 509K Installs
- Camp Pendleton, CA - C/A 509K Installs
- Norfolk, VA - C/A 513K Installs
- Camp Pendleton, CA - C/A 513K Installs
- Travel to Embedded Systems conference
- Travel to VxWorks conference
- BC4 506K Installs
- New Orleans, LA - Combined Trials LCAC 10 and 21
- New Orleans, LA - Combined Trials LCAC 26, 28, 39, 40
- New Orleans, LA - Combined Trials LCAC 37, 42, 43, 45 and 47
- Norfolk, VA - Post Install Inspec/Op
- Checkout C/A 517K and C/A 506K
- Camp Pendleton, CA - Post install inspec/Op
- Checkout of C/A 517K and C/A 506K
- Norfolk, VA - Tech Assist for C/A 517K and C/A 506K
- Camp Pendleton, CA - Tech Assist for C/A 517K and C/A 506K
- Orlando, Fl - Joint Navigation Conference

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide LCAC C4N as it becomes available during the period of performance. GFI will be provided through the LCAC C4N CM client installation in which all associated contractor team members will have

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 22 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

access to the LCAC C4N CM database. The contractor shall return the GFI to NSWC PC Code E31, upon completion of the task order.

GOVERNMENT FURNISHED EQUIPMENT

The government shall provide computers for all employees working on NSWC-PC property with a RDT&E account. The laptop shall be provided as government furnished equipment (GFE). The laptop shall be issued to the contractor by processing an 1149 through shipping. Once the 1149 has been processed, an authorized representative of the contractor shall sign the 1149 acknowledging receipt of the property. A Copy shall be submitted to the contracting personnel via electronic means and the government cog for the property.

The computers provided are GFE due to the requirement to connect to the RDT&E network on NSWCPC facility. Contractors are not permitted to connect to government networks utilizing company provided computers. Computers provided are the contractors' work environment containing data files and email capability required to perform assigned work.

For those contractors required to travel, the Government will provide GFE laptop computers, in order to effectively perform assigned tasking such as Combined Trials (CTs), Software installs, Communications Grooming (COMM Grooms) and Communications Security (COMSEC) testing onsite at craft manufacturer's facility located at New Orleans, LA, Assault Craft Unit (ACUs) 4 and 5, located at Little Creek, VA and Camp Pendleton, CA respectively. Contractors will also be required to attend, participate and contribute to Technical Service Request (TSRs) meetings and Craft Alterations (Craft/Alt) drawing reviews in order to provide engineering, software and technical support to the C4N program at NSWC Philly and the Boston Planning Yard located in Philadelphia PA and Boston MA respectively.

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. All test documentation generated by the Contractor shall be provided on CDs in MS Office™ 2000 (or later) compatible files. All documentation artwork and graphics shall be provided on CDs in AutoCAD™ (Ver. 12 or later) or Visio 2000 (or later) compatible files. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 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

Tasks performed under this delivery order will require contractor personnel to have access to Communications Security (COMSEC) information and Controlled Cryptographic Items in an operational setting. Therefore, a Security Clearance is required. Provisions of the attached DD Form 254 apply. The System Administrator for the LCAC C4N RDT&E Lab shall be designated as an Information Assurance Officer (IAO). Per SECNAV M-5510.30 the IAO position is designated "Critical-Sensitive/IT-I" position and requires a favorably completed and adjudicated SSBI or SSBI-PR.

8.0 DISTRIBUTION LIMITATION

Technical documents generated under this delivery order shall carry the following distribution limitation statement on

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 23 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

the cover and title page (if any) of the document. Word-processing/CAD files shall have statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be as near the title block as possible without obscuring any detail on the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO US 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, FL 32407-5000

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 marking 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 of 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 by any person to 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 in accordance with the Award Term Plan 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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 24 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of

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

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

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

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

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

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this

requirement, the Government may terminate this contract for default.

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

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

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 25 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 26 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D 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 Avenue

Panama City Beach, FL 32407-7018

FOB: Destination

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 27 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 28 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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, 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 - 30 September 2007 CLIN 1001

Year 3 Award Term Period: 01 October 2007 - 30 September 2008 CLIN 1002

Year 4 Award Term Period: 01 October 2008 - 30 September 2009 CLIN 1003

Year 5 Award Term Period: 01 October 2009 - 30 September 2010 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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 29 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist

Preetam Soomai, Code B32

Naval Surface Warfare Center Panama City

110 Vernon Ave

Panama City FL 32407-7001

preetam.soomai@gmail.com

Phone: (850) 636-6153

Task Order Manager

Ivan Velazquez-Padila, Code E31

110 Vernon Avenue

Panama City, Florida 32407

ivan.velazquez-padil@navy.mil

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 the original plus one copy of each voucher to the Contract Specialist identified in Section G, and one copy to the Task Order Manager (TOM). The Contracting Officer will certify all approved

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 30 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

vouchers, and forward them electronically to the cognizant paying office for payment.

(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  53633797                33500.00
LLA :
AA 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623141
1st increment of funding $33,500.00
```

MOD 1

```
100002  61650726                113000.00
LLA :
AB 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0622131
```

```
100003  61650672                66000.00
LLA :
AC 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0622121
```

```
100004  61650762                57000.00
LLA :
AD 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623133
```

```
100005  61650759                42000.00
LLA :
AE 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0602312
```

```
100006  61650783                40000.00
LLA :
AF 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623213
```

```
100007  61650757                28000.00
LLA :
AG 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0602221
```

```
100008  61650661                27000.00
LLA :
AH 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0602101
```

```
100009  61650671                23000.00
LLA :
AJ 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0622111
```

```
100010  61650760                19000.00
LLA :
AK 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623122
```

```
100011  61650664                15000.00
LLA :
AL 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0621511
```

```
100012  61650771                11000.00
LLA :
AM 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623153
```

```
100013  61650785                5000.00
LLA :
AN 97X4930  NH1E 000 77777 0 000178 2F 000000 31ABJ0623221
```

MOD 5

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	31 of 48	

100014 62136374 37750.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0624037
 MODIFICATION 05: Associated costs for Travel trip to SASEBO JAPAN.

MOD 6

100015 62580003 80000.00
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602213
 Incremental funding in the amount of \$80,000.00.

100101 62706153 75000.00
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602213
 INCREMENTAL FUNDING IN THE AMOUNT OF \$75,000.00.

100102 62706175 125000.00
 LLA :
 AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0622143
 INCREMENTAL FUNDING IN THE AMOUNT OF \$125,000.00.

100103 62706169 100000.00
 LLA :
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0622121
 INCREMENTAL FUNDING IN TH EAMOUNT OF \$100,000.00.

MOD 8

100104 63478347 94000.00
 LLA :
 AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0622143
 INCREMENTAL FUNDING IN THE AMOUNT OF \$94,000.00.

100105 63478352 74500.00
 LLA :
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602T09
 INCREMENTAL FUNDING IN THE AMOUNT OF \$74,500.00.

100106 63468293 46000.00
 LLA :
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0707073
 INCREMENTAL FUNDING IN THE AMOUNT OF \$46,000.00 FOR AADS FY07 INSTALLATION SUPPORT.

100107 63344677 31000.00
 LLA :
 AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0707071
 INCREMENTAL FUNDING IN THE AMOUNT OF \$31,000.00 FOR AADS FY07 INSTALLATION SUPPORT.

100108 63354854 80000.00
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722131
 INCREMENTAL FUNDING IN THE AMOUNT OF \$80,000.00 FOR ENVIRONMENTAL QUALIFICATION TEST (EQT) SCREENING OF THE J-6771/KSQ AADSIU MODULE.

MOD 9

100109 70455336 133256.00
 LLA :
 AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722131

100110 70455334 117650.00
 LLA :
 AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702212

100111 70455337 62040.00
 LLA :
 AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722121

100112 70445219 24750.00
 LLA :
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702101

100113 70455332 16010.00

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	32 of 48	

LLA :
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702121

100114 70455330 12220.00

LLA :
BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702111

100115 70455331 12220.00

LLA :
BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702112

100116 70455333 11140.00

LLA :
BD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702131

MOD 11

100117 71508700 60000.00

LLA :
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702101

100118 71508705 25000.00

LLA :
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702141

100119 71508707 36200.00

LLA :
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721421

100120 71508710 11500.00

LLA :
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722151

100121 71508712 3000.00

LLA :
BH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722161

100122 N0017871510516 37000.00

LLA :
BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0729126

MOD 12

100123 71636381 75000.00

LLA :
BK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0785029

100124 71636387 20000.00

LLA :
BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0729126

100125 71656392 20000.00

LLA :
BL 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0707031

MOD 13

100126 71870561 50000.00

LLA :
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721421

100127 71870563 17000.00

LLA :
BM 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721431

MOD 14

100128 72050586 59900.00

LLA :
BN 97X9430 NH1E 000 77777 0 000178 2F 000000 31ABJ0702T03

100129 72055204 164500.00

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	33 of 48	

BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702T3A

MOD 15

100128 72050586 (59900.00)
 LLA :
 BN 97X9430 NH1E 000 77777 0 000178 2F 000000 31ABJ0702T03

100130 72192970 59900.00
 LLA :
 BQ 1771810 11LT 312 SA377 0 068342 2D 000000 LT7750000000

MOD 16

100131 72503187 77315.00
 LLA :
 BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0707162

100132 72503242 70000.00
 LLA :
 BS 1771810 11LT 312 SA377 0 068342 2D 000000 LT7750000000
 DOC NO. N0002407WXF0296 ACRN: AA

100133 72503232 40000.00
 LLA :
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702101

100134 72503234 40000.00
 LLA :
 BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702111

100135 72503235 40000.00
 LLA :
 BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702112

100136 72503240 39800.00
 LLA :
 BT 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721441

100137 72503238 24600.00
 LLA :
 BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721421

100138 72503239 15700.00
 LLA :
 BM 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0721431

100139 72503246 15000.00
 LLA :
 BU 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0623133

100140 72503248 5630.00
 LLA :
 BV 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0502232

MOD 18

100141 7264030 11185.00
 LLA :
 BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702121

MOD 19

100201 72773591 10000.00
 LLA :
 BW 1771811 1576 253 WA377 0 068342 2D 000000 408025000000
 DOC #N0002407WX20287 ACRN AB

MOD 21

100202 72998763 100000.00
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	34 of 48	

BX 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802427

100203 72998742 100000.00

LLA :

BY 1771811 1576 253 WA377 2D 000000 408025000000

DOC #N0002407WX20287 ACRN AB

100204 73102282 76695.00

LLA :

BZ 1771810 11LT 312 SASHP 0 068342 2D 000000 LT0100000000

DOC #N0002407WX30673 ACRN AA

MOD 22

100205 73543561 100000.00

LLA :

CA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802001

100206 73543564 46510.00

LLA :

CB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802101

100207 73543582 40342.00

LLA :

CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802111

100208 73543583 50000.00

LLA :

BY 1771811 1576 253 WA377 0 068342 2D 000000 408025000000

DOC #N0002407WX20287 ACRN AB

100209 73543606 97305.00

LLA :

BZ 1771810 11LT 312 SASHP 0 068342 2D 000000 LT0100000000

DOC #N0002407WX30673 ACRN AA

MOD 24

100210 80576091 86500.00

LLA :

CF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802171

100211 80576097 47375.00

LLA :

CG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0806061

100212 80576102 767.00

LLA :

CH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0832071

MOD 27

100213 80586402 10648.00

LLA :

CA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802001

100214 80586423 13100.00

LLA :

CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802111

100215 80598032 2880.00

LLA :

CS 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802302

100216 80598086 40000.00

LLA :

CJ 1761810 11LC 253 SASHP 0 068342 2D 000000 LC0010000000

Standard Number: N0002406WX30254 ACRN AA

100217 80576121 92646.00

LLA :

CK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802201

100218 80576123 55000.00

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	35 of 48	

LLA :
CL 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802211

100219 80586217 114000.00

LLA :
CM 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000
Standard Number: N0002408WX30153 ACRN AA

100220 80586415 23000.00

LLA :
CN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802441

100221 80734222 10250.00

LLA :
CP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802141

100222 80713556 16494.00

LLA :
CQ 1771810 14UQ 253 SASHP 0 068342 2D 000000 UQ0100000000
Standard Number: N0002407RX31456 ACRN AA

100223 80598093 12440.00

LLA :
CR 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802301

MOD 28

100224 80922863 15200.00

LLA :
CB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802101

100225 80922883 49000.00

LLA :
CK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802201

100226 80922902 40000.00

LLA :
CH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0832071

MOD 30

100227 81278223 100000.00

LLA :
CT 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000
Standard Number: N0002408WX30153 ACRN AA

100228 81288330 30000.00

LLA :
CU 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802511

100229 81278221 27000.00

LLA :
CV 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802512

MOD 31

100230 80596888 2630.00

LLA :
CW 1751811 1576 253 WA377 0 068342 2D 000000 408375000000
DOC #N0002405WX20363 ACRN AA

100231 80596919 1850.00

LLA :
CW 1751811 1576 253 WA377 0 068342 2D 000000 408375000000
DOC #N0002405WX20363 ACRN AA

100232 80592920 1870.00

LLA :
CW 1751811 1576 253 WA377 0 068342 2D 000000 408375000000
DOC #N0002405WX20363 ACRN AA

100233 81596523 37716.00

LLA :
CG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABK0806061

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	36 of 48	

MOD 32

100234 81613122 82800.00
 LLA :
 CY 97X4930 NH1D 000 77777 0 N61331 2F 000000 31ABJ0802336

100235 81613188 150000.00
 LLA :
 CT 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000
 Standard Number: N0002408WX30153 ACRN AA

100236 81613190 11000.00
 LLA :
 CZ 1771811 1576 312 WA377 0 068342 2D 000000 408024000000
 Standard Number: N0002407WX20287 ACRN AC

MOD 33

100237 81718018 229677.00
 LLA :
 BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0824422

100238 81761237 37000.00
 LLA :
 BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802551

MOD 34

100239 80630001 88400.00
 LLA :
 CJ 1761810 11LC 253 SASHP 0 068342 2D 000000 LC0010000000
 Standard Number: N0002406WX30254

MOD 36

100240 82032954 1131.00
 LLA :
 DC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802131

100241 82075374 7134.00
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824412

100242 82054495 35000.00
 LLA :
 DE 1781810 14UQ 251 SA470 0 068342 2D 000000 UQ7050000000
 Standard Number: N0002408RXF0459 ACRN AA

MOD 37

100016 82480967 116731.52
 LLA :
 DT 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823233

100017 82480987 84630.35
 LLA :
 DU 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823141

100142 82554795 1147.00
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824412

100143 82554696 18190.00
 LLA :
 DG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802371

100144 82416284 48336.00
 LLA :
 DQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802111

100145 82491562 36964.98

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	37 of 48	

LLA :
DR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802112

100146 82481085 99654.79
LLA :
CW 1751811 1576 253 WA377 0 068342 2D 000000 408375000000
DOC #N0002405WX20363 ACRN AA

100147 82554819 2250.00
LLA :
DS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802001

100243 82353281 86000.00
LLA :
DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824412

100244 82405677 4087.86
LLA :
DC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802131

100245 82405670 1182.53
LLA :
DF 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802171

100246 82405682 15688.29
LLA :
DG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802371

100247 82480966 13618.68
LLA :
DH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802304

100248 82480921 3891.05
LLA :
DJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802305

100249 82480928 3891.05
LLA :
DK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802513

100250 82480961 3891.05
LLA :
DL 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823111

100251 82480926 35019.46
LLA :
DM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823232

100252 82480982 10700.39
LLA :
DN 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823412

100253 82554684 343.00
LLA :
DC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802131

100254 82554789 2221.00
LLA :
DP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802181

MOD 38

100301 80596921 7750.00
LLA :
CW 1751811 1576 253 WA377 0 068342 2D 000000 408375000000
N0002405WX20363 AA

100302 82565446 11858.00
LLA :
DV 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802561

100303 10756.00
LLA :
DW 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823161

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	38 of 48	

MOD 39

100304 83025272 8755.00
 LLA :
 DX 1781810 14UQ 251 SASHP 0 068342 2D 000000 UQ010000000
 DOC# N0002408RX31414 ACRN AA

100305 82954625 1727.16
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100306 82954588 13041.47
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100307 82904094 3018.48
 LLA :
 DY 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802302

100308 82944493 4889.63
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100309 82954534 4387.00
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100310 82914276 85019.00
 LLA :
 DP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802181

300001 83045725 5960.00
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

300002 82914306 55000.00
 LLA :
 DP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802181

MOD 41

100311 83402222 5124.00
 LLA :
 EM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824422

100312 83392025 5116.40
 LLA :
 EJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802301

100313 83381867 22232.00
 LLA :
 EA 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902421

100314 83381881 18753.60
 LLA :
 EB 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902001

100315 83381935 11368.00
 LLA :
 EC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902231

100316 83402238 1305.00
 LLA :
 EC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902231

100317 83402233 2410.00
 LLA :
 ED 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902221

100318 83402237 13011.00
 LLA :
 EE 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902241

100319 83381982 70971.00
 LLA :
 EF 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824412

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	39 of 48	

100320 83381932 23420.00
 LLA :
 EG 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 DOC # N0002408WXF0205 ACRN AA

100321 83442559 21000.00
 LLA :
 EJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA08181P1

100322 83432384 685.00
 LLA :
 EK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0823421

100323 83432395 429.94
 LLA :
 EK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0823421

100324 83432390 1414.13
 LLA :
 EL 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000
 N0002408WX30153 ACRN AA

300003 83381933 32565.00
 LLA :
 EH 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 DOC #N0002408WXF0205 ACRN AA

MOD 43

100325 90136234 16880.00
 LLA :
 EH 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 DOC# N0002408WXF0205 ACRN AA

100326 90146462 7368.00
 LLA :
 EN 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902001

100327 90146466 10757.00
 LLA :
 EP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0924421

100328 90156698 32900.00
 LLA :
 EQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0924411

100329 90156703 7890.00
 LLA :
 ER 97X4930 NH1D000 77777 0 061331 2F 000000 31ABJ0902011

100330 90156707 8481.00
 LLA :
 ES 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

300004 90136229 11669.69
 LLA :
 CM 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000
 DOC# N0002408WX30152 ACRN AA

MOD 45

100331 90432899 40300.00
 LLA :
 ET 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 DOC # N0002408WXF0205 ACRN AA

100332 90432903 13000.00
 LLA :
 EU 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902521

100333 90483106 21914.72
 LLA :
 EV 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902002

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	HR05	40 of 48	

100334 90483145 14130.94
 LLA :
 EW 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902422

100335 90483146 7138.82
 LLA :
 EX 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0924421

100336 90483192 69195.00
 LLA :
 EY 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0924411

100337 90483148 16526.85
 LLA :
 EZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902493

300005 90432800 4805.31
 LLA :
 ET 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 Doc # N0002408WXF0205 ACRN AA

600001 90716025 39429.38
 LLA :
 ET 1781810 81LT 310 SA377 0 068342 2D 000000 LT7750000000
 Doc # N0002408WXF0205 ACRN AA

MOD 46

100338 90766593 10000.00
 LLA :
 FA 1761811 1576 253 WA377 0 068342 2D 000000 408344000000
 DOC# N0002406WX20161 ACRN AC

100339 90776786 8246.00
 LLA :
 FB 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823433

100340 83025306 7194.51
 LLA :
 FC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902133

100341 90756470 891.00
 LLA :
 FC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902133

100342 90848807 21710.00
 LLA :
 FD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902581

100343 90848687 14756.00
 LLA :
 FE 1771810 14UQ 253 SASHP 0 068342 2D 000000 UQ0100000000
 DOC N0002407WX31437 ACRN AA

100344 90848734 14559.00
 LLA :
 FF 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902541

100345 90848814 5125.00
 LLA :
 FG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902581

100346 90890468 24182.00
 LLA :
 FH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902002

100347 90890471 22953.00
 LLA :
 FJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902232

100348 90890472 964.00
 LLA :
 FK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902202

100349 90890474 2467.00
 LLA :

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 41 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

FL 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902222

100350 90890476 22876.00

LLA :

FM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902242

100351 90890486 21025.00

LLA :

FN 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0924421

100352 90890489 4890.00

LLA :

FP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902493

600002 90756467 1296.72

LLA :

FC 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902133

600003 90848748 11160.50

LLA :

FE 1771810 14UQ 253 SASHP 0 068342 2D 000000 UQ0100000000
DOC N0002407WX31437 ACRN AA

600004 90848749 8194.50

LLA :

FF 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902541

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 42 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

=====

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.

=====

Mandatory requirement - Efforts performed under this task order will require contractor personnel to have access to Communications Security (COMSEC) information and Controlled Cryptographic Items in an operational setting. Therefore, a SECRET facility level clearance and appropriate personnel clearances are required. Provisions of the attached DD Form 254 apply.

=====

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

(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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 43 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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.

=====

AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of approximately five (5) years on the basis of performance (not to exceed the April 2009 expiration of the MAC unless the option is exercised). For each period of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Period 1, the contractor earns Period 2; if ratings are positive for Period 2, the contractor earns Period 3, and so on up to the maximum of five (5) years. But if ratings are negative for any period, then the order is ended. The evaluation criteria and the award term procedures are described in section 9.0 below, "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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 44 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

· 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 period 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 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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 45 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

NSWCPC – H06 NSWC PANAMA CITY SECURITY REQUIREMENTS

- a. The work to be performed under this contract as delineated in the DD Form 254, Attachment No (2) involves access to and handling of classified material up to and including Secret.
- b. In addition to the requirements of the clause in Section I entitled "Security Requirements," (FAR 52-204-2), 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, 110 Vernon Avenue, Panama City, Florida 32407-7001.
- c. If the contractual effort is unclassified and the contractor facility does not have an FSO, an individual to coordinate security-related requirements must be appointed.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. Controlled Unclassified Information (CUI):

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):

Prior to access, 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"

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 46 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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 contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):

Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 47 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. HR05	PAGE 48 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

CDRL

DD Form 254

Technical Instruction Form