

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 16-Dec-2010	4. REQUISITION/PURCHASE REQ. NO. 03440946	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 annette.desercey@navy.mil 850-235-5483	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARINC Engineering Services, LLC 2551 Riva Road Annapolis MD 21401		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-HR10
		10B. DATED (SEE ITEM 13) 22-Dec-2006
CAGE CODE 1WAV4	FACILITY CODE 075916762	

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)
SEE SECTION G

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:
[X]	D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol A Dreger, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Carol A Dreger (Signature of Contracting Officer)	16C. DATE SIGNED 16-Dec-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to 1) exercise the fourth award term and 2) to add incremental funding in the amount of . Accordingly, said Task Order is modified as follows:

1. Exercise the fourth award term starting December 22, 2010 through December 21, 2011. The period of performance is now from December 22, 2006 through December 21, 2011.

The Ceiling amount for this task order has been increased.

From	By	To
------	----	----

2. SubClin 400001 has been incorporated into the Task Order in the amount of

3. SubClin 600001 has ben incorporated into the Task Order in the amount of for ODC's.

From	By	To
------	----	----

Cost
Fixed Fee
ODC
CPFF

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

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

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from by to .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	O&MN,N			
600001	O&MN,N			

The total value of the order is hereby increased from by to

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CLIN/SLIN

From (\$)

By (\$)

To (\$)

4000

6000

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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	HUMAN SYSTEMS INTEGRATION (HSI) SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. (TBD)	12804.0	LH			
100001	(Deobligated Incremental funding in the amount of (TBD)					
100002	Incremental funding in the amount of (TBD)					
100003	(Deobligated Incremental funding in the amount of) (TBD)					
100004	Incremental funding in the amount of (TBD)					
100005	Incremental funding in the amount of (Pre-SDD Project). (TBD)					
100006	Incremental funding in the amount of (TBD)					
100007	Incremental funding in the amount of (TBD)					
100008	Incremental funding in the amount of					

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(TBD)

100009 Incremental
funding in the
amount of
(TBD)

100010 Incremental
funding in the
amount of
(TBD)

100011 Incremental
funding in the
amount of
(TBD)

1001 HUMAN SYSTEMS 12804.0 LH
INTEGRATION (HSI)
SUPPORT IN
ACCORDANCE WITH
THE STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. (TBD)

100101 Incremental
funding in the
amount of

(TBD)

100102 Incremental
funding in the
amount of

(TBD)

100103 Incremental
funding in the
amount of

(TBD)

100104 Incremental
funding in the
amount of

(TBD)

100105 Incremental
funding in the
amount of

(TBD)

100106 Incremental
Funding (TBD)

100107 Incremental
Funding (TBD)

100108 Incremental
Funding (TBD)

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100109 Incremental
Funding (TBD)

100110 Incremental
Funding (TBD)

100111 Incremental
Funding (TBD)

100112 Incremental
Funding (TBD)

100113 Incremental
Funding (O&MN,R)

1002 HUMAN SYSTEMS 12804.0 LH
INTEGRATION (HSI)
SUPPORT IN
ACCORDANCE WITH
THE STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. (O&MN,R)

100201 Incremental
funding in the
amount of

(O&MN,R)

100202 Incremental
funding in the
amount of
(O&MN,R)

100203 Incremental
funding in the
amount of
(RDT&E)

100204 Incremental
funding in the
amount of
(RDT&E)

100205 Incremental
funding in the
amount of

(O&MN,R)

1003 HUMAN SYSTEMS 12804.0 LH
INTEGRATION (HSI)
SUPPORT IN
ACCORDANCE WITH
THE STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. (TBD)

100301 Incremental
Funding (O&MN,R)

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100302 Incremental
Funding (RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	TRAVEL/MATERIAL ODC(s) FOR CLIN 1000. (TBD)	1.0 Lot	
300001	Incremental funding in the amount of TBD)		
300002	Incremental funding in the amount of TBD)		
300003	Incremental funding in the amount of (TBD)		
300004	Incremental funding in the amount of (TBD)		
300005	Incremental funding in the amount of (TBD)		
300006	Incremental funding in the amount of TBD)		
300007	Incremental funding in the amount of (TBD)		
3001	TRAVEL/MATERIAL ODC(s) FOR CLIN 1001. (TBD)	1.0 Lot	
300101	Incremental funding in the amount of (TBD)		
300102	Incremental funding in the amount of (TBD)		
300103	Incremental funding in the		

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amount of
(TBD)

300104 Incremental
funding in the
amount of
(TBD)

300105 Incremental
Funding (TBD)

300106 Incremental
Funding (TBD)

300107 Incremental
Funding (TBD)

300108 Incremental
Funding (TBD)

300109 Incremental
Funding (TBD)

300110 Incremental
Funding (TBD)

300111 Incremental
Funding (TBD)

3002 TRAVEL/MATERIAL 1.0 Lot
ODC(s) FOR CLIN
1002. (TBD)

300201 Incremental
Funding in the
amount of
(O&MN,R)

300202 Incremental
Funding in the
amount of

(O&MN,R)

3003 TRAVEL/MATERIAL 1.0 Lot
ODC(s) FOR CLIN
1003. (TBD)

300301 Incremental
Funding (O&MN,R)

300302 Incremental
Funding (RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

4000	HUMAN SYSTEMS INTEGRATION (HSI) SUPPORT IN ACCORDANCE WITH THE STATEMENT OF	12804.0	LH			

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WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. (TBD)

400001 Incremental
funding (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	TRAVEL/MATERIAL ODC(s) FOR CLIN 4000. (O&MN,N)		1.0 Lot	
600001	Incremental Funds (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK
FOR HUMAN SYSTEMS INTEGRATION (HSI) SUPPORT
27 July 2006

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC), Code E22 is the Technical Direction Agent (TDA) for the Human Systems Integration (HSI) program. This Statement of Work specifies the requirements for a level of effort of contractor support to provide is for HSI program support, technical support, team support, test event support, fleet support, and HSI analyses required to support the TDA. This task order provides HSI support to projects and programs under the technical cognizance of NSWC PC such as the Littoral Combat Ship, the Organic Airborne And Surface Influence Sweep (OASIS) Program, the Coastal Battlefield Reconnaissance and Analysis (COBRA) Program, Intelligent Autonomy (IA), and PMS Explosive Ordnance Disposal (EOD). This task order may provide HSI support to other existing or new emerging programs supported by NSWC PC. The Contractor shall provide those non personal technical services necessary to provide the level of effort supporting the task areas identified in the following paragraphs. This support will include the development and review of programmatic documentation, attending and supporting IPT and program reviews, development and testing of HSI metrics, identification of HSI risks and risk mitigation, and HSI input to design efforts, as necessary and appropriate.

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

3.1 Program & Administrative Support

The Contractor shall provide program and administrative support by:

- (a) Recording or transcribing notes from meetings, teleconferences, as necessary. [A003]
- (b) Developing presentation materials for briefings, as necessary.
- (c) Hosting meetings and/or teleconferences, as required.
- (d) Transferring recorded audio and visual data to alternate media, as required.
- (e) Advising the Task Order Manager (TOM) about adequacy of HSI program funding.

3.2 General HSI Technical Support

The Contractor shall provide general HSI support by:

- (a) Reviewing documents, hardware, software, and the interaction thereof, as an HSI technical expert, and brief development to NSWC PC Program Manager or other sponsor(s), as required. [A001, A002]
- (b) Representing HSI domains at technical forums such as design reviews or product demonstrations, as required. [A003]
- (c) Reporting emergent human factors issues and risks to the NSWC PC program manager or project engineer.

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(d) Participating in meetings and conference calls as an HSI technical expert, as necessary. [A003]

(e) Reviewing human factors considerations in all program-related documentation (e.g., requirement documents, test plans, statement of work, etc.) and provide input as necessary. [A002, A007]

(f) Drafting, planning, and performing HSI analyses or studies, as required. [A005, A006, A007, A008, A009, A012, A013]

(g) Actively monitoring activities of prime contractors in all HSI technical areas as specified in SOWs, system specifications and standards and provide feedback to NSWC PC program management of status and progress. [A001, A002, A008]

3.3 Human Systems Performance

The Contractor shall support human systems performance efforts by:

(a) Establishing human system performance objectives and the associated metrics, as required. [A010]

(b) Establishing and monitoring effectiveness of HSI processes and procedures, as required.

(c) Drafting and executing HSI test plans, or portions of HSI testing for inclusion in a larger test plan, as required. [A010, A011]

(d) Developing HSI test reports, as required. [A011]

3.4 HSI Project Team Support

The Contractor shall support the NSWC PC HSI project team by:

(a) Identifying, documenting, defining and recommending solutions to issues related to HSI domains. [A001, A007, A008, A012, A013]

(b) Monitoring technological advances, marketplace trends, and relevant human factors and HSI research and analysis and sharing findings.

(c) Disseminating relevant information to other team members and related teams via the chairperson of the team.

(d) Designing and coordinating studies and analyses of operator interfaces, as appropriate. [A009]

3.5 Subject Matter Expert (SME) Coordination

The Contractor shall coordinate with various SMEs by:

(a) Maintaining liaison with fleet operators, as relevant to projects, and voice fleet HSI concerns to HSI team leader.

(b) Coordinating Subject Matter Experts (SMEs) and operators to participate in field demonstrations or laboratory tests.

3.6 Monthly Status Report

The Contractor shall prepare a monthly status report that documents the status of contractor efforts towards achieving contract objectives. The Contractor and NSWC PC Code E22 shall develop a mutually agreed upon reporting methodology that will provide for reporting actual labor and material cost expenditures to each specific Project or Program being supported in order to support NSWC Project and Business Management Systems (PBMS) and Earned Value Management System (EVMS) requirements. The Government will identify the amount of funds

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allocated to each individual program or project supported and the Contractor shall report expenditures against those allocations. The report shall identify, for each program or project, accomplishments to date and difficulties encountered and report defining work accomplished during the month and milestones for the upcoming period. For each project or program support, the report shall contain an updated schedule, detail the amount of money expended during the period by labor, travel, and other direct costs for each personnel level, and include projected estimates upon completion. [A004]

3.7 Miscellaneous Materials

NSWC PC will provide the primary materials to support testing; however, on an as needed basis, the Contractor shall supply parts and materials necessary to support development effort, test preparation, testing, and analyses at NSWC PC. Activity shall be documented in the monthly progress report.

3.8 Travel

It is anticipated that travel will be required to support this effort. For planning purposes travel is estimated in Attachment 1 to the Statement of Work for each year of the period of performance. See Section J for travel details.

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide all information required to perform the above tasks as it becomes available or as requested by the contractor during the period of performance. All government furnished information (GFI) shall be returned at the completion of the task order.

5.0 DATA DELIVERABLES

All data deliveries will be submitted in accordance with the attached Contract Data Requirements List (CDRL) DD 1423, Exhibit A. Unclassified submittals may be made as attachments to email messages to addressees listed in the CDRLs. 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 for the base year will be from award through 12 months from the effective date of award. There will be four award term options should the basic SEAPORTE contract be extended.

7.0 SECURITY

Performance of this effort will require access to classified information or areas up to the CONFIDENTIAL OR SECRET level. The requirements of the basic contract DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents and other data materials generated under this delivery order will be marked with the following distribution statement and destruction notices on the electronic media and on the cover and title page of each document (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND UNITED STATES DEPARTMENT OF DEFENSE CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO THE COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER - PANAMA CITY, ATTN: CODE E22, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation.

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

9.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered, or services to be performed under this delivery order may not be disclosed by any means without 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 a foreign national or any other person or entity, and publication of technical or scientific papers or any other public release. The Contractor will preclude access by any person or entity not authorized 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.

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be by Government personnel at (Destination) Naval Surface Warfare Center Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

The base period of Performance for this task will be from issuance of the task order through one year thereafter, with four renewable award terms of 12 months each.

FOB DESTINATION:

All deliverable items shall be shipped to:
Naval Support Activity Panama City
Attn: Receiving Officer
101 Vernon Avenue
Panama City Fl 32407

PERIOD OF PERFORMANCE:

Year 1 Base Year: From date of award 22 December 2006 through 21 December 2007, CLINs 1000 and 3000.

Year 2 Award Term Period: 22 December 2007 through 21 December 2008, CLINs 1001 AND 3001

Year 3 Award Term Period: 22 December 2008 through 21 December 2009, CLINs 1002 AND 3002

Year 4 Award Term Period: 22 December 2009 through 21 December 2010, CLINs 1003 AND 3003

Year 5 Award Term Period: 22 December 2010 through 21 December 2011, CLINs 4000 AND 6000

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist:
 William J. Martini, XPS2
 110 Vernon Ave.
 Panama City, FL 32407
william.martini@navy.mil

Task Order Manager
 Anthony "Tony" Bond
 110 Vernon Avenue
 Panama City, FL 32407
anthony.bond@navy.mil

INVOICING INSTRUCTIONS

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 email copy of all invoices must be provided to the Task Order Manager and Contract Specialist identified in Section G.

Accounting Data
 SLINID PR Number Amount

 100001 63490301
 LLA :
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP07D1001
 INCREMENTAL FUNDING IN THE AMOUNT OF

BASE Funding
 Cumulative Funding

MOD 03

100002 70455294
 LLA :
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP07D1001
 Incremental funding in the amount of

300001 70465594
 LLA :
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP07D1001
 Incremental funding in the amount of

MOD 03 Funding
 Cumulative Funding

MOD 04

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100003 70611408
 LLA :
 AB 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: JON:3DEB070E001
 Incremental funding in the amount of DIRECT CITE DOCUMENT No.
 N5701107RC00011 ACRN:AA

MOD 04 Funding
 Cumulative Funding

MOD 05

100003 70611408
 LLA :
 AB 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: JON:3DEB070E001
 Incremental funding in the amount of DIRECT CITE DOCUMENT No.
 N5701107RC00011 ACRN:AA

100004 70734781
 LLA :
 AC 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: Direct Cite Document No. N5701107RC00011 ACRN:AA
 Incremental funding in the amount of

300002 70734789
 LLA :
 AC 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: Direct Cite Doc. No. N5701107RC00011 ACRN:AA
 Incremental funding in the amount of

MOD 05 Funding
 Cumulative Funding

MOD 06

100005 71508523
 LLA :
 AD 1771804 4RZ3 253 00019 0 050119 2D 000000 5007571D2000
 Standard Number: RCP#: N0001907RX09632 ACRN:AA
 Incremental funding in the amount of

100006 71413004
 LLA :
 AC 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: RCP# N5701107RC00011 ACRN:AA
 Incremental funding in the amount of

100007 71413119
 LLA :
 AC 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: RCP# N5701107RC00011 ACRN:AA
 Incremental funding in the amount of

300003 71508550
 LLA :
 AE 1771804 60CA 000 56011 068732 2D C00015 570117MWC08Q
 Standard Number: RCP# N5701107RC00015 ACRN:AA
 Incremental funding in the amount of

300004 71413098
 LLA :
 AE 1771804 60CA 000 57011 068732 2D C00015 570117MWC08Q
 Standard Number: RCP# N5701107RC00015 ACRN:AA
 Incremental funding in the amount of

300005 71413012
 LLA :
 AE 1771804 60CA 000 57011 068732 2D C00015 570117MWC08Q
 Standard Number: RCP# N5701107RC00015 ACRN:AA
 Incremental funding in the amount of

MOD 06 Funding

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Cumulative Funding

MOD 07

100008 71735997
 LLA :
 AF 1771804 4RZ3 251 00019 0 050119 2D 000000 5007571D2000
 Standard Number: RCP# N0001907RX10104
 Incremental funding in the amount of

300006 71735996
 LLA :
 AF AA 1771804 4RZ3 251 00019 0 050119 2D 000000 5007571D7000
 Standard Number: RCP# N0001907RX10104
 Incremental funding in the amount of

MOD 07 Funding
 Cumulative Funding

MOD 08

100009 72142152
 LLA :
 AC 1771804 60CA 000 57011 068732 2D C00011 570117MWC06Q
 Standard Number: RCP# N5701107RC00011
 Incremental funding in the amount of

100010 72533528
 LLA :
 AG ACRN AA: 1771804 60CA 251 62306 068566 2D C00185 623067WAAPVQ
 Standard Number: RCP# N6230607RC00185
 Incremental funding in the amount of

300007 72296185
 LLA :
 AE 1771804 60CA 000 56011 068732 2D C00015 570117MWC08Q
 Standard Number: RCP# N5701107RC00015
 Incremental funding in the amount of

MOD 08 Funding
 Cumulative Funding

MOD 09

100011 73132948
 LLA :
 AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31A8J0803060
 Incremental funding in the amount of

MOD 09 Funding
 Cumulative Funding

MOD 11

100101 80106777
 LLA :
 AJ 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q
 Standard Number: DIRECT CITE DOC. # N3830308RCMA301
 Incremental funding in the amount of

300101 80106770
 LLA :
 AJ 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q
 Standard Number: DIRECT CITE DOC. # N3830308RCMA301
 Incremental funding in the amount of

300102 80106780
 LLA :
 AK ACRN AA: 1781804 60CM 251 62306 068566 2D C00185 623068RKMAAGQ
 Standard Number: DIRECT CITE DOC. # N6230608RC00185
 Incremental funding in the amount of

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MOD 11 Funding
Cumulative Funding

MOD 12

100102 80243071
LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31A8J0803060
Incremental funding in the amount of

MOD 12 Funding
Cumulative Funding

MOD 13

100103 80452061
LLA :
AL ACRN:AB 97X4930 NH2A 252 77777 0 050120 2F 000000 WC018WX00451
Standard Number: N0042108WX00451
Incremental funding in the amount of

100104 80672702
LLA :
AJ ACRN:AA 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q
Standard Number: RCP# N3830308RCMA301
Incremental funding in the amount of

100105 80734281
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP080B002
Incremental funding in the amount of

300006 71735996
LLA :
AF AA 1771804 4RZ3 251 00019 0 050119 2D 000000 5007571D7000
Standard Number: RCP# N0001907RX10104
Incremental funding in the amount of

300103 80672644
LLA :
AJ ACRN:AA 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q
Standard Number: RCP# N3830308RCMA301
INCREMENTAL FUNDING IN THE AMOUNT OF

300104 80734202
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP080B002
Incremental funding in the amount of

MOD 13 Funding
Cumulative Funding

MOD 15

100106 81633901
LLA :
AN 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q RCP NO. N3830308RCMA301 RCP
ACRN: AA

100107 81572043
LLA :
AP 97X4930 NH2A 253 77777 0 050120 2F 000000 WC018RX00345 RCP NO. N0042108RX00345 RCP
ACRN: AA

300105 81633915
LLA :
AN 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q RCP NO. N3830308RCMA301 RCP
ACRN: AA

300106 81550182
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 34E22XC8ADAD

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300107 81572083
 LLA :
 AP 97X4930 NH2A 253 77777 0 050120 2F 000000 WC018RX00345 RCP NO. N0042108RX00345 RCP
 ACRN: AA

MOD 15 Funding
 Cumulative Funding

MOD 16

300108 81833901
 LLA :
 AJ 1781804 70CA 252 00070 M 045924 2D CMA301 383038NBQ06Q RCP NO. N3830308RCMA301 RCP
 ACRN: AA

MOD 16 Funding
 Cumulative Funding

MOD 17

300104 80734202
 LLA :
 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31EBP080B002
 Incremental funding in the amount of

MOD 17 Funding
 Cumulative Funding

MOD 18

100108 82288622
 LLA :
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A9V0811333

100109 82468661
 LLA :
 AR 1791804 70CA 000 00070 M 045924 2D CMA301 383039NBQ06Q RCP NO. N3830309RCMA301 RCP
 ACRN: AA

300109 82468681
 LLA :
 AR 1791804 70CA 000 00070 M 045924 2D CMA301 383039NBQ06Q RCP NO. N3830309RCMA301 RCP
 ACRN: AA

MOD 18 Funding
 Cumulative Funding

MOD 19

100110 82480963
 LLA :
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP080B002

100111 82481062
 LLA :
 AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A0800562

300110 82481107
 LLA :
 AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A0800562

MOD 19 Funding
 Cumulative Funding

MOD 20

100112 82674078
 LLA :
 AU 1781804 60CM 251 62306 068566 2D C00385 623068WAAAPVQ RCP NO. N6230608RC00385 RCP AC
 RN: AA

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MOD 20 Funding
Cumulative Funding

MOD 21

100113 83473062
LLA :
AV 1791804 60CM 252 62306 068566 2D C00185 623069WMHPQQ
Standard Number: RCP# N623060RC00185 ACRN AA

300111 83473061
LLA :
AV 1791804 60CM 252 62306 068566 2D C00185 623069WMHPQQ
Standard Number: RCP# N6230609RC00185 ACRN AA

MOD 21 Funding
Cumulative Funding

MOD 22

100201 83503097
LLA :
AW 1791804 70CA 130 00070 M 045924 2D CMA119 383019HQVSWU
Standard Number: RCP NO. N3830109RCMA119 ACRN AA

MOD 22 Funding
Cumulative Funding

MOD 23

100202 90351869
LLA :
AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP090Q001

300201 90351873
LLA :
AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP090Q001

MOD 23 Funding
Cumulative Funding

MOD 24

100203 91194815
LLA :
AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A9V0901313

100204 91205093
LLA :
AZ 1791319 84RX 255 SAS50 0 068342 2D 005120 S31610000010
Standard Number: N0002409WX10418 ACRN AC

MOD 24 Funding
Cumulative Funding

MOD 25

100205 92606259
LLA :
AV 1791804 60CM 252 62306 068566 2D C00185 623069WMHPQQ
Standard Number: RCP # N6230609RC00185 ACRN: AA

300202 92606263
LLA :
AV 1791804 60CM 252 62306 068566 2D C00185 623069WMHPQQ
Standard Number: RCP #: N6230609RC00185 ACRN: AA

MOD 25 Funding
Cumulative Funding

MOD 26

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100301 93374091
LLA :
BA 1701804 60CM 253 62306 068566 2D X00185 623060MWP8QQ
Standard Number: N6230610WX00185 ACRN AA

300301 93374092
LLA :
BA 1701804 60CM 253 62306 068566 2D X00185 623060MWP8QQ
Standard Number: N6230610WX00185 ACRN AA

MOD 26 Funding
Cumulative Funding

MOD 27

100302 01131985
LLA :
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP10FMSHP

300302 01131986
LLA :
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP10FMSHP

MOD 27 Funding
Cumulative Funding

MOD 28

400001 03440946
LLA :
BC 1711804 60CM 253 62306 068566 2D X00185 623061MWP8QQ
Standard Number: N6230611WX00185 ACRN AA

600001 03440951
LLA :
BC 1711804 60CM 253 62306 068566 2D X00185 623061MWP8QQ
Standard Number: N6230611WX00185 ACRN AA

MOD 28 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

SUBCONTRACTING PLAN

If the offeror is a large business, a Subcontracting Plan in accordance with FAR 52.2199 must be submitted with the offer.

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

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 TOMs 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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 12,804 total man-hours of direct labor per year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) require the Contractor to continue to perform the work until the total number of manhours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

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Key Personnel Clause

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. (* = Key Personnel):

*Program Manager

*Senior Human Factors Engineer

*Human Factors Engineer

*Junior Human Factors Engineer

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 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;

(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 Section L) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel

Requests for post award approval of additional and/or replacement key and nonkey personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [*] and the Task Order Manager (TOM) [*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. *Provided at the time of award.

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AWARD TERM

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But SHOULD ANY RATING BE MARGINAL OR LOWER, THEN THE ORDER IS ENDED AT THE END OF THAT YEAR.

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:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner IAW the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- How would you rate the overall performance of the contractor?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from cost perspective?
- Comments

b. Ratings. The ratings used are:

- "1" = unsatisfactory
- "2" = marginal
- "3" = satisfactory
- "4" = good
- "5" = superior

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. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

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

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(1) Assessing Official (Technical). 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 (Technical). 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 (Contract Specialist administering the order). The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

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

f. End-of-Period Evaluations. No later than 60 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, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings 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 30 days prior to the end 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 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 bilateral 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.

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 (NISPO) (DOD 5220.22M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

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

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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

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

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SECTION J LIST OF ATTACHMENTS

CDRL(s), dated 7-27-2006, 7 pages.

DD Form 254, dated 12-14-2006, 4 pages.

ATTACHMENT 1 TO SOW - ANTICIPATED TRAVEL, 1 page