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|--|----------------------------------|--|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 02 | 3. EFFECTIVE DATE 13-Apr-2010 | 4. REQUISITION/PURCHASE REQ. NO. 00980103 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 brian.w.young@navy.mil 850-234-4684 | CODE N61331 | 7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 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-HR17 |
| | | 10B. DATED (SEE ITEM 13) 30-Sep-2009 |
| 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.

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input 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) Unilateral/FAR 52.232-22 Limitation of Funds |

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

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

| | | | |
|---|------------------|--|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda A Cutchin, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Wanda A Cutchin (Signature of Contracting Officer) | 16C. DATE SIGNED 19-Apr-2010 |
| (Signature of person authorized to sign) | | | |

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GENERAL INFORMATION

The purpose of this modification is to incorporate incremental funding in the amount of **\$575,590.00** and incorporate SLIN/s400003, 400004, 400005, 400102, 600002 and 600003. Accordingly, said Task Order is modified as follows:

| | FROM | BY | TO |
|--------------|---------------------|---------------------|-----------------------|
| FUNDED LABOR | \$649,651.27 | \$491,309.12 | \$1,140,960.39 |
| FUNDED FEE | \$ 44,348.73 | \$ 33,590.88 | \$ 77,939.61 |
| FUNDED ODC | \$ 30,000.00 | \$ 50,690.00 | \$ 80,690.00 |
| TOTAL FUNDED | \$724,000.00 | \$575,590.00 | \$1,299,590.00 |

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$1,299,590.00**, which includes a fixed fee of **\$77,939.61** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$1,299,590.00** shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order from the date of award thru **29 Sep 2010**.

Reference Section F Deliveries or Performance is hereby changed to reflect the CLIN structure defined Schedule B Supplies or Services and Prices and identify period of performance as follows:

From:

Base Year: CLIN's 4000 and 6000 - 12 month in duration from date of award
 Second Year: CLIN's 4001 and 6001 - 12 months in duration from date term is exercised
 Third Year: CLIN's 4002 and 6002 - 12 months in duration from date term is exercised
 Fourth Year: CLIN's 4003 and 6003 - 12 months in duration from date term is exercised
 Fifth Year: CLIN's 4004 and 6004 - 12 months in duration from date term is exercised

To:

Base Year: CLIN's 4000, 4001 and 6000 - 30 Sep 2009 through 29 Sep 2010
 Second Year: CLIN's 4002, 4003 and 6001 - 30 Sep 2010 through 29 Sep 2011
 Third Year: CLIN's 4004, 4005 and 6002 - 30 Sep 2011 through 29 Sep 2012
 Fourth Year: CLIN's 4006, 4007 and 6003 - 30 Sep 2012 through 29 Sep 2013
 Fifth Year: CLIN's 4008, 4009 and 6004 - 30 Sep 2013 through 29 Sep 2014

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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 |
|--------|---|---------|-------|----------------|--------------|----------------|
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 4000 | Provide services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (O&MN,N) | 23229.0 | LH | \$1,568,989.00 | \$106,598.00 | \$1,675,587.00 |
| 400001 | Engineering in support test and evaluation 3.0 (O&MN,N) | | | | | |
| 400002 | Engineering in support test and evaluation 3.0 (O&MN,N) | | | | | |
| 400003 | Engineering in support test and evaluation 3.0 (RDT&E) | | | | | |
| 400004 | Engineering in support test and evaluation 3.0 (RDT&E) | | | | | |
| 400005 | Engineering in support test and evaluation 3.0 (RDT&E) | | | | | |
| 4001 | Provide Over-Time services and technical support for the Airborne | 1000.0 | LH | \$61,852.00 | \$4,907.00 | \$66,759.00 |

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Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD)

400101 PR # 9362007
(RDT&E)

400102 PR # 00980110
(RDT&E)

| | | | | | |
|------|---|------------|----------------|--------------|----------------|
| 4002 | Provide services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option | 23229.0 LH | \$1,595,925.00 | \$108,181.00 | \$1,704,106.00 |
|------|---|------------|----------------|--------------|----------------|

| | | | | | |
|------|--|-----------|-------------|------------|-------------|
| 4003 | Provide Over-Time services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in | 1000.0 LH | \$63,433.00 | \$5,032.00 | \$68,465.00 |
|------|--|-----------|-------------|------------|-------------|

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accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option

| | | | | | |
|------|---|------------|----------------|--------------|----------------|
| 4004 | Provide services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option | 23229.0 LH | \$1,559,561.00 | \$104,725.00 | \$1,664,286.00 |
|------|---|------------|----------------|--------------|----------------|

| | | | | | |
|------|---|-----------|-------------|------------|-------------|
| 4005 | Provide Over-Time services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification | 1000.0 LH | \$63,042.00 | \$5,001.00 | \$68,043.00 |
|------|---|-----------|-------------|------------|-------------|

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Specification -
DD FM 254. (TBD)
Option

| | | | | | |
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| 4006 | Provide services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option | 23229.0 LH | \$1,572,000.00 | \$105,125.00 | \$1,677,125.00 |
| 4007 | Provide Over-Time services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option | 1000.0 LH | \$65,091.00 | \$5,164.00 | \$70,255.00 |
| 4008 | Provide services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition | 23229.0 LH | \$1,567,205.00 | \$104,146.00 | \$1,671,351.00 |

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Logistics Support
(ALS) in
accordance with
the Statement of
Work listed in
Section C, the
Contract Data
Requirements List
(CDRL) - DD FM
1423, and the
Department of
Defense Contract
Security
Classification
Specification -
DD FM 254. (TBD)
Option

| | | | | | |
|------|---|-----------|-------------|------------|-------------|
| 4009 | Provide Over-Time services and technical support for the Airborne Mine Neutralization System (AMNS) program and Acquisition Logistics Support (ALS) in accordance with the Statement of Work listed in Section C, the Contract Data Requirements List (CDRL) - DD FM 1423, and the Department of Defense Contract Security Classification Specification - DD FM 254. (TBD) Option | 1000.0 LH | \$67,215.00 | \$5,332.00 | \$72,547.00 |
|------|---|-----------|-------------|------------|-------------|

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|--------|---|-------|-------|--------------|
| ----- | ----- | ----- | ----- | ----- |
| 6000 | Other Direct Costs (ODCs) in support of CLINs 4000/4001. NOT TO EXCEED \$157,160.00. This amount is unburdened. Funding Type: (TBD) (TBD) | 1.0 | Lot | \$160,074.00 |
| 600001 | PR #93626019 (TBD) | | | |

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600002 PR #00980105
(TBD)

600003 PR # 00980013
(TBD)

600004 PR # 00980115
(TBD)

6001 Other Direct 1.0 Lot \$165,677.00
Costs (ODCs) in
support of CLINs
4002/4003. NOT
TO EXCEED
\$162,661.00.
This amount is
unburdended.
Funding Type:
(TBD) (TBD)
Option

6002 Other Direct 1.0 Lot \$171,475.00
Costs (ODCs) in
support of CLINs
4004/4005. NOT
TO EXCEED
\$168,354.00.
Funding Type:
(TBD)
Option

6003 Other Direct 1.0 Lot \$177,488.00
Costs (ODCs) in
support of CLINs
4006/4007. NOT
TO EXCEED
\$174,246.00.
This amount is
unburdended.
Funding Type:
(TBD) (TBD)
Option

6004 Other Direct 1.0 Lot \$183,688.00
Costs (ODCs) in
support of CLINs
4008/4009. NOT
TO EXCEED
\$180,345.00.
This amount is
unburdended.
Funding Type:
(TBD) (TBD)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

AN/ASQ-235 AIRBORNE MINE NEUTRALIZATION SYSTEM (AMNS) PROGRAM AND ACQUISITION LOGISTICS SUPPORT (ALS)

1.0 SCOPE

This Statement of Work describes the efforts required by the Contractor to provide technical support for program related activities, processes and products for the Airborne Mine Neutralization System (AMNS) and other systems including Common Neutralizer (CN). The Naval Surface Warfare Center, Panama City Division (NSWC PCD) has been designated by the Airborne Mine Defense Program Office (Program Executive Officer, Littoral and Mine Warfare [PEO LMW] PMS495) as the Technical Direction Agent (TDA), and In Service Engineering Agent (ISEA) for the AMNS MH-60S Organic Airborne Mine Countermeasures (OAMCM) weapon system. Government programmatic and technical efforts will require independent Contractor support with knowledge and experience in Airborne Mine Countermeasures; explosive ordnance certification; configuration management of drawings, technical data, hardware, & software; and MH-60S helicopter OAMCM and Littoral Combat Ship (LCS) interfaces.

2.0 APPLICABLE DOCUMENTS

The following specifications, standards, and handbooks form a part of this SOW to the extent cited herein. In the event of conflicts between the documents referenced herein, and the contents of this SOW, the SOW shall supersede. The Contractor may voluntarily choose to use military specifications and standards in the execution of the contract or in establishing requirements for their Subcontractors.

2.1 Military Standards

None

2.2 Other Documents

OPNAVINST 3710.7

(Access the above referenced from at <http://doni.daps.dla.mil/OPNAV.aspx>)

3.0 REQUIREMENTS

The Contractor will require access to proprietary information related to detailed design data for the AN/ASQ-235 and the Common Neutralizer (EX64 & EX65). Contractors shall be required to obtain a Non-Disclosure Agreement with both Raytheon IDS, Portsmouth, RI and BAE Systems, Underwater Weapons Division, Waterlooville, United Kingdom.

3.1 Program Support

3.1.1 The Contractor shall provide technical expertise, financial tracking, meeting minutes, weekly highlights, schedule management, presentation and graphics development, and word processing support to NSWC PCD Code A25 in the preparation, tracking, and upkeep of AMNS programmatic data and documents. Contractor programmatic support will be required for the following activities: development and update of program documentation and data to support milestone decisions; PBMS-Lite support to provide bi-monthly financial reports and milestone tracking data;

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weekly team meeting minutes; minutes as required for other meetings, conferences, System Engineering Integration Team (SEIT) teleconferences, Integrated Process Team (IPT) meetings, risk management meetings, and working groups; weekly program highlights for NSWC PCD Code A25 management and PMS 495; AMNS Program Master Schedule development and update as required; presentation graphics and data to support program reviews and the NSWC PCD Code A Tactics Continuum. **(CDRL's A001 and A003)**

3.1.2 Program support will include developing, updating, editing, formatting, and copying programmatic documents and other materials for selected distribution. Distribution will be by e-mail, fax, local guard mail, commercial carrier (overnight delivery is authorized for materials or data files that cannot be transferred electronically), hand delivery, and/or posting on the AN/ASQ-235 website. Access to non-NMCI laptop with MS Word, PowerPoint, and MS Project will be required to support the effort. In addition, the Contractor shall provide conference rooms for meetings and teleconference phone lines or computer links to support phone or web-based conferences as required. The Government will provide for a Common Access Card (CAC) if required for PMBS-Lite or other NMCI usage. **(CDRL A002)**

3.2 Safety Support

The Contractor shall support Organic Airborne Mine Countermeasures (OAMCM) Weapons System Integration Team (WSIT) and System Safety Working Group (SSWG) efforts as required. Tasks will include reviewing WSIT and SSWG documentation against appropriate AN/ASQ-235 documentation, preparing comments, and attending meetings as required. Additionally, the Contractor will provide assistance in witnessing system explosive testing requirements. The Contractor shall liaison with Fleet forces and facilities, both afloat and ashore to coordinate local Ordnance Handling Equipment (OHE) capabilities and requirements with the AMNS Team. The Contractor shall review applicable documents and provide comments to the AMNS Principal for Safety (PFS). The Contractor shall maintain a Hazard Tracking database as required. **(CDRL A002)**

3.3 Engineering Services and Test and Evaluation (T&E) Support

3.3.1 T&E Support

The Contractor shall provide Engineering and T&E support to NSWC PCD Code A25 during AN/ASQ-235 system development and test phases to include the MH-60S, LCS or surrogate platforms. The Contractor shall support NSWC PCD analyses and generate test documentation including Flight Briefs, Test Logs, and Mission Summaries. The Contractor shall assist with development of test reports, and maintain updated test schedules for development and testing phases that will take place during the period of the contract. The Contractor shall also maintain test performance and schedule data and establish a Failure Reporting and Corrective Action System (FRACAS) database. The Contractor shall evaluate existing operational and testing procedures and determine improvement potential. The Contractor shall configure and de-configure the test platform as required. Overtime may be necessary to provide rapid turnaround of the AN/ASQ-235 system to meet test schedule requirements. NSWC PCD Code A25 will provide the primary materials to support testing; however, the Contractor shall supply parts, expendable materials, and support equipment as necessary to support development effort, test preparation, testing and analyses at NSWC PCD. The Contractor shall inventory and maintain test supply cabinets. The Contractor shall develop both system and T&E support hardware inventories and make inventories available for Government review upon request. The Contractor shall support packaging and shipment of materials, equipment, and documentation as required, including overnight delivery as necessary. The Contractor shall provide support for preparation and shipment of equipment within CONUS only. Shipment support shall be provided ONLY when NSWC PCD shipping facilities are not available. **(CDRL A004)**

3.3.2 Flight and Maintenance Support

The Contractor shall provide flight and maintenance support for the shipboard, MH-53E, MH-60S, and Live Fire efforts. The Contractor shall participate in missions onboard the MH-53E and/or MH-60S test platforms as a Project Specialist. The Project Specialist shall be qualified in accordance with the Naval Aviation Survival Training Program (NASTP), and shall obtain flight qualification in accordance with OPNAVINST 3710.7 series. The Contractor shall function as the Console Operator, Grounding Reel Operator, Observer, or other crew positions (excluding pilots) that allow for completion of the test flight. The Contractor shall debrief each AMNS mission and observed system performance for test support personnel. **(CDRL A005)**

3.3.3 Post-Mission Analysis and MEDAL

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The Contractor shall conduct mission planning using Mine Warfare (MIW) Environmental Decision Aids Library (MEDAL) prior to test events and conduct post-mission analysis (PMA) after each mission flown during the AN/ASQ-235 test events. PMA will be conducted using the Government furnished PMA station and other tools as required. The Contractor shall maintain a database of mine images that can be searched by keywords and/or by mine type and maintain the mine recognition book.

3.3.4 Drafting Support

The Contractor shall provide drafting services as required by the Government to assist in drawing development and revision and technical documentation updates. (**CDRL A006**)

3.3.5 Quality Assurance (QA) Engineering

The Contractor shall provide QA engineering support for factory acceptance testing (FAT), system upgrade, engineering change proposals (ECPs), in-service engineering, and Fleet introduction as required. (**CDRL A007**)

3.3.6 Design Engineering and Fabrication Support

The Contractor shall work with the AMNS team as required during any design, fabrication, modification, and / or repair effort to meet program requirements. This tasking may require access to machine shops, fabrication and painting facilities on an as needed basis.

3.4 Acquisition Logistics Support (ALS)

3.4.1 AMNS Acquisition Logistics Documentation and Support (CDRL A008)

The Contractor shall provide technical support consisting of the review of AMNS logistics deliverables from the original equipment manufacturer (OEM), support Contractors, and Government sources as required, and provide comments to the AMNS Logistician. These deliverables will include but are not limited to:

- a) Interactive Electronic Technical Manuals (IETM)
- b) Training curriculum
- c) Technical Data Package (TDP)
- d) Training Support Plan (TSP)
- e) Periodic Maintenance Requirements Manual (PMRM)
- f) Logistics Management Information (LMI) summaries
- g) Reliability and Maintainability (R&M) data
- h) Level of Repair Analysis (LORA)
- i) Facilities Requirements Document (FRD)
- j) Provisioning Technical Documentation (PTD)

The Contractor will assist in tracking comments and action items resulting from Logistics In-Process Reviews (IPRs) of the various logistics deliverables. The contractor will assist the Government in resolving documentation discrepancies identified by Independent Logistics Assessment (ILA) assessors. The contractor will attend follow up meetings as required to support resolution of discrepancies and to address action items.

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3.4.2 ALS Documentation Updates and Support (CDRL A008)

The Contractor shall provide ALS documentation updates as required. Updates to documents will be in accordance with Government Furnished Information (GFI) and will be submitted to support AMNS program scheduled events. Document update requirements will consist of the following:

- a) Organizational and Intermediate Maintenance IETMs
- b) Incorporate AMNS test set operation and maintenance manual processes and procedures into the existing OAMCM support equipment manual.
- c) Support Equipment Requirement Data (SERD) sheets
- d) Acquisition Logistics Support and Performance Based Logistics Plans
- e) Users Logistics Support Plan (ULSS)
- f) Logistics Requirements Funding Summary (LRFS)
- g) Maintenance Plan(s)
- h) Human Systems Integration Plan (HSIP)
- i) Preventive Maintenance Requirements Manuals (PMRM)
- j) Supply Support Documentation

3.4.3 ALS Meeting Support

The Contractor shall support ALS meetings, and ILA follow-up meetings as required. This support will require briefing materials, meeting minutes, and action items, as required. Additionally providing technical input will be required for some meetings. (CDRL A009)

3.4.4 Training Support

The Contractor shall provide the appropriate number of instructors to conduct two (2) training events: (1) Operational Testing (OT) and (2) initial Cadre training courses. Each training course shall accommodate a total of 12 students in each class and be taught at a site consistent with the phase of testing (Contractor facility, Patuxent River, or test site) as agreed to by the Government. For estimating purposes, two (2) training events are anticipated. The Contractor shall update training guide data for basic PMA functions for different AN/ASQ-235 missions and conduct AN/ASQ-235 PMA and MEDAL training prior to OT. The Contractor shall provide Trainee Critique sheets after each training event. (CDRL A010)

3.4.5 Configuration Management (CM) Data

The Contractor shall maintain a database to track Life Cycle Management (LCM) data during Research, Development, Test and Evaluation (RDT&E) and in-service phases of the system lifecycle, to include Configuration Management (CM) data. Additional test performance and schedule data will also tracked using this database as a single source.

3.5 In-Service Engineering Support

3.5.1 The Contractor shall provide support to the AMNS Design Agent (DA) and In-Service Engineering Agent (ISEA). Contractor support shall include: performing analyses to identify alternative support philosophies for new or upgraded AMNS components, developing ALS support strategies, and development of new, or revision of existing ALS products to support approved AMNS engineering changes. The Contractor will monitor AMNS system design changes and conduct logistics impact studies to determine which support documents are impacted, or what new

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support documents require development to support the change(s). Revisions to, or development of logistics documentation will be accomplished using Government furnished technical data, and/or manufacturer technical data. The Contractor will provide technical assistance for system full life cycle support to include configuration management and software support activity functions. Upon Government review and approval, the Contractor will take the necessary actions to incorporate the changes in the supporting ALS documentation.

3.5.2 The Contractor shall perform Organizational and Intermediate Level maintenance on the launch and handling system and support equipment in support of system integration, testing and operation on multiple platforms. On an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing and maintenance on the system. The Contractor shall evaluate existing operational procedures and make recommendations for potential improvement. The Contractor shall configure and de-configure the test platform as required. Overtime may be necessary to provide rapid turnaround of the AN/ASQ-235 system to meet test schedule requirements.

3.6 Platform Integration Support

The Contractor shall: 1) advise and assist AMNS Program on issues concerning the platform integration (both aircraft and ship) of the AMNS; 2) establish and maintain high level OAMCM liaison (i.e. Commander Naval Air Forces (CNAF), Commander Fleet Forces Command (COMFLTFORCOM), Shipboard Weapons Integration Team SWIT, Fleet Weapons Support Team (FWST), MH-60R/S Fleet Introduction Team (FIT), Center for Naval Aviation Technical Training (CNATT) and COMHELTACWING LANT, COMHELTACWING PAC), with cognizant agencies (PMS-420, PMS-501, PMS-495) responsible for ship integration and U.S. Navy Sea Systems Command (NAVSEA) Ship Maintenance (SHIPMAIN) Program alteration; and 3) prepare program data reports, integration briefs, and ship integration reports as required. The Contractor shall participate in LCS meetings and briefs as required, and provide any impact statements or logistics concerns to the AMNS Logistician.

3.7 Status Reports

The Contractor shall prepare a monthly status report that documents the status of Contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. (CDRL A011 and A012)

3.8 Travel

The Government anticipates travel to the following locations to support this requirement:

- (a) From Panama City, FL to Washington D.C.
- (b) From Panama City, FL to New Port, RI
- (c) From Panama City, FL to PAX River, MD
- (d) From Panama City, FL to San Diego, CA
- (e) From Panama City, FL to Portsmouth, UK

The number of trips to each destination specified above may be varied as program requirements dictate. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide appropriate GFI after contract award within thirty (30) days as needed and requested by the contractor. Additional GFI in the form of programmatic documentation, scheduling information, and program milestones information will be provided throughout the task order period of performance. All GFI shall be returned to the Government at the completion of this contract.

5.0 DELIVERABLES

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All data deliverables shall be in accordance with the schedule as specified in the attached Contract Data Requirements List, DD Form 1423.

6.0 PERIOD OF PERFORMANCE

See Section F of the task order.

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SECTION D PACKAGING AND MARKING

All deliverables shall be packaged and marked in accordance with Best Commercial Practices.

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SECTION E INSPECTION AND ACCEPTANCE

FOB: Destination. Inspection and acceptance of deliverables shall be by Government personnel at the location designated in Section F.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Place of Performance: Naval Surface Warfare Center Panama City Division (NSWC PCD), Panama City, FL

FOB: Destination

DURATION OF CONTRACT PERIOD:

This task order shall become effective on the date of award and shall continue for a period of one (1) year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to five years based on the contractor's performance.

Base Year: CLIN's 4000 and 6000 - 12 months in duration from date of award

Second Year: CLIN's 4001 and 6001 - 12 months in duration from date the award term is exercised

Third Year: CLIN's 4002 and 6002 - 12 months in duration from date the award term is exercised

Fourth Year: CLIN's 4003 and 6003 - 12 months in duration from date the award term is exercised

Fifth Year: CLIN's 4004 and 6004 - 12 months in duration from date the award term is exercised

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SECTION G CONTRACT ADMINISTRATION DATA

Invoicing Instructions and Accounting Appropriation Data will be provided at the time of award.

Task Order Manager:

Bryan Johnson
Code: A22
110 Vernon Avenue
Panama City, FL 32407
Email: To be provide at time of award.
Phone: To be provide at time of award.

Contract Specialist:

Brian Young
Code: B31
110 Vernon Avenue
Panama City Beach, FL 32407
Email: brian.w.young@navy.mil
Phone: 850-234-4684

Procurement Contracting Officer:

Willie Travis
Code: B31
110 Vernon Avenue
Email: willie.travis@navy.mil
Phone: 850-235-5197

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's establishing accounting policy.

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Accounting Data
SLINID  PR Number          Amount
-----
400001  92646468            359000.00
LLA :
AA 97X4930 NH1D 000 77777 0061331 2F 000000 31A260906101

400002  92646466            315000.00
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LLA :
AA 97X4930 NH1D 000 77777 0061331 2F 000000 31A260906101

BASE Funding 674000.00
Cumulative Funding 674000.00

MOD 01

400101 93626007 20000.00
LLA :
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610MNG01

600001 93626019 30000.00
LLA :
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610MNG01

MOD 01 Funding 50000.00
Cumulative Funding 724000.00

MOD 02

400003 00980103 124000.00
LLA :
AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610SAF02

400004 00980107 292900.00
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610MNG02

400005 00980114 88000.00
LLA :
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610DATA2

400102 00980110 20000.00
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610MNG02

600002 00980105 20090.00
LLA :
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610SAF02

600003 00980113 25600.00
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610MNG02

600004 00980115 5000.00
LLA :
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2610DATA2

MOD 02 Funding 575590.00
Cumulative Funding 1299590.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 in accordance with Section B and the format defined in Attachment J.5, of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hours)] man hours that 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 man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total 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 52.232-20) require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of 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

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funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours 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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HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

(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

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this contract for default.

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

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

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

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

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

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

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

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CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key personnel whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The Contracting Officer shall evaluate requests for changes in key personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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KICK-OFF MEETING

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The Contractor shall coordinate with the Task Order Manager (TOM) and contract specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

=====

TECHNICAL GUIDANCE

The Task Order Manager (TOM) may 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.

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REQUIREMENT SECURITY CLASSIFICATION

The Contractor will require access to information Classified up to SECRET. Documents generated under this task order may be CLASSIFIED up to and including SECRET. Provisions of the attached DD Form 254 apply.

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MANDATORY REQUIREMENT - FACILITY SECURITY CLEARANCE

- (a) The resulting order will be placed with an Offeror possessing a facility security clearance issued by the Defense Investigative Service at the required security level. A facility clearance must be maintained throughout the performance period of this task order. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any Offeror.
- (b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254.

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NSWCPC – H06 SECURITY REQUIREMENTS

- (a) The work to be performed under this contract as delineated in the DD Form 254, Attachment No (J.1) involves access to and handling of classified material up to and including SECRET.
- (b) In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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NSWCPC-H07 INFORMATION SECURITY REQUIREMENTS

- (a) All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.
- (b) Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this task order shall carry the following Distribution Limitation Statement on the cover and title page: **DISTRIBUTION STATEMENT F**

FURTHER DISSEMINATION ONLY AS DIRECTED BY PMS 495 OR HIGHER DoD AUTHORITY.

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

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AWARD TERM PLAN

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

- (a) Evaluation Criteria. The evaluation criteria are as follows:
 - (1) How would you rate the quality of services, products and/or deliverables received?
 - (2) How would you rate the contractor's ability to meet the scheduling requirements setforth in the contract/task order?
 - (3) How would you rate the performance of the contractor from cost perspective?
 - (4) How would you rate the contractor's business relationship with Government personnel?
 - (5) How would you rate the contractor's ability to manage key personnel under this contract/task order?
 - (6) How would you rate the overall performance of the contractor?
 - (7) Comments
- (b) DOD uses a common DOD assessment rating system to evaluate a contractor's past performance. Ratings range from "Unsatisfactory" to "Exceptional."

| RATING | DEFINITION |
|----------------|--|
| Exceptional | Performance meets contractual requirements and exceeds many requirements to the governments benefit. |
| Very Good | Performance meets contractual requirements and exceeds some requirements to the governments benefit. |
| Satisfactory | Performance meets contractual requirements. |
| Marginal | Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet implemented satisfactory corrective actions. |
| Unsatisfactory | Performance does not meet some contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are defective. |

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 may 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.
 - (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

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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 and the criteria specified in the Award Term Clause must be met 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 award term for the next year of the order. The award term is subject to cancellation or may not be earned based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

(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.

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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

- (a) Satisfactory or better performance of the contractor as evaluated by the Government.
- (b) The Government has a continued need for the service (solely determined by the Government).
- (c) The Government has funds available for the service.

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 if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

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NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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GOVERNMENT FURNISHED INFORMATION (GFI)

GFI, as referenced in Section C, page 5, paragraph 2.0, entitled: Applicable Documents, will be provided by the Government within thirty (30) working days after contract award date. Thereafter, GFI will be provided as needed and/or as requested by the contractor. Additional GFI in the form of programmatic documentation, scheduling information, and program milestones information

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will be provided throughout the task order period of performance. All GFI shall be returned to the Government at the completion of this delivery order. NOTE: Offeror's will not require GFI, prior to award, to accurately propose on the efforts described herein.

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MANDATORY REQUIREMENT

Upon award, the offeror shall obtain, and provide proof to NSWC PCD of, a Non Disclosure Agreement with both Raytheon IDS, Portsmouth, RI and BAE Systems, Underwater Division Waterlooville, United Kingdom. The prime contractor and its subcontractor (s), if applicable, receiving this award shall be responsible for providing Non Disclosure Agreements to NSWC PCD within sixty (60) days of award. The prime contractor is responsible for coordinating NDA's with their subcontractor(s) and the contractor's referenced above. The prime contractor shall provide completed subcontractor NDA's to NSWC PCD as soon as NDA's are completed but not later than 60 days after completion. Additionally, attention is drawn to Section C, Statement of Work, paragraph 1.0 identifying the Technical Direction Agent, In Service Engineering Agent related to the AMNS / ALS systems.

Non Disclosure Agreements are not limited to only the contractor and sub contractor(s) identified in the previous sentence above as other programs, systems, etc., may be associated with the AMNS and ALS systems.

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SECTION I CONTRACT CLAUSES

Applicable clauses are contained in the basic contract.

52.222-2--Payment of Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature.

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting.

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g. department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime.

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule.

(3) Identify the extent to which the approval of overtime would affect the performance or payments in connections with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

DD Form 254

Contract Data Requirements Lists (CDRLs)

Cost Summary Format

Supporting Cost Summary

Technical Instructions Form

Desired Qualifications for Key Personnel