

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 29-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-32050		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 otis.nattiel@navy.mil 850-000-0000	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Jacobs Technology, Inc. 600 William Northen Blvd. PO Box 884 Tullahoma TN 37388		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4072-HR01
		10B. DATED (SEE ITEM 13) 28-Apr-2006
CAGE CODE 07486	FACILITY CODE 007923014	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M. Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/M. Hines	16C. DATE SIGNED 29-Jul-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of via SLIN 600002/ACRN FB.

Accordingly, funding on Award Term 3 is increased as follows:

	FROM	BY	TO
Funded Cost			
Funded Fee			
Funded ODC			
Total Cost			

Overall funding on the Task Order is increased as follows:

	FROM	BY	TO
Funded Cost			
Funded Fee			
Funded ODC			
Total Cost			

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.

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

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
600002	OTHER			

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

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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	LCAC C4N PROGRAM SUPPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. MATERIAL ESTIMATED TRAVEL ESTIMATE CLIN 1000 IS THE BASE YEAR AND IS GOOD FROM DATE OF AWARD THROUGH 30 September 2006. (TBD)	LH			
100001	UPON issuance of task order (TBD)				
100002	Incremental Funding in the amount of (TBD)				
100003	Incremental Funding in the amount of (TBD)				
100004	Incremental Funding in the amount of (TBD)				
100005	Incremental Funding in the amount of (TBD)				
100006	Incremental Funding in the amount of (TBD)				
100007	Incremental Funding in the amount of (TBD)				

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100008 Incremental
Funding in the
amount of
(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)

100012 Incremental
Funding in the
amount of
(TBD)

100013 Incremental
Funding in the
amount of
(TBD)

100014 Incremental
Funding in the
amount of
(TBD)

100015 Incremental
Funding in the
amount of
(TBD)

100016 Incremental
Funding in the
amount of
(TBD)

1001 LCAC C4N PROGRAM LH
SUPPORT IN
ACCORDANCE WITH
THE ATTACHED
STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. MATERIAL
ESTIMATED
TRAVEL
ESTIMATE
CLIN
1001 IS FROM THE
END OF THE BASE
YEAR THROUGH ONE
(1) YEAR
THEREAFTER. (TBD)

100101 INCREMENTAL

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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 IN THE
AMOUNT OF
(TBD)

100107 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100108 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100109 INCREMENTAL
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AMOUNT OF
(TBD)

100110 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100111 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100112 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100113 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100114 INCREMENTAL

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FUNDING IN THE
AMOUNT OF
(TBD)

100115 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100116 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100117 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100118 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100119 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100120 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100121 INCREMENTAL
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AMOUNT OF
(TBD)

100122 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100123 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100124 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100125 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100126 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100127 INCREMENTAL

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FUNDING IN THE
AMOUNT OF
(TBD)

100128 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100129 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100130 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100131 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100132 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100133 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100134 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100135 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

1002 LCAC C4N PROGRAM LH
SUPPORT IN
ACCORDANCE WITH
THE ATTACHED
STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. MATERIAL
ESTIMATED
TRAVEL
ESTIMATE
CLIN
1003 IS FROM THE
END OF OPTION
1002THROUGH ONE
(1) YEAR
THEREAFTER. (TBD)

100201 Incremental
Funding in the

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amount of
(TBD)

100202 Incremental
Funding in the
amount of
(TBD)

100203 Incremental
Funding in the
amount of
(TBD)

100204 Incremental
Funding in the
amount of
(TBD)

100205 Incremental
Funding in the
amount of
(TBD)

100206 Incremental
Funding in the
amount of
(TBD)

100207 INCREMENTAL
FUNDING IN THE
AMOUNT OF
\$89,570.00 (TBD)

100208 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100209 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100210 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100211 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100212 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100213 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100214 INCREMENTAL
FUNDING IN THE

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AMOUNT OF
(TBD)

100310 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100311 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100312 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100313 INCREMENTAL
FUNDING IN THE
AMOUNT OF
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100314 INCREMENTAL
FUNDING IN THE
AMOUNT OF
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100315 INCREMENTAL
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100316 INCREMENTAL
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100318 INCREMENTAL
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100319 INCREMENTAL
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(TBD)

100320 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100321 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100322 INCREMENTAL
FUNDING IN THE

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AMOUNT OF
(TBD)

100323 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100324 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100325 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100326 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100327 INCREMENTAL
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100328 INCREMENTAL
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100330 INCREMENTAL
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100331 INCREMENTAL
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100332 INCREMENTAL
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100333 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100334 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100335 INCREMENTAL
FUNDING IN THE

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AMOUNT OF
(TBD)

100336 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100337 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100338 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100339 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100340 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100341 INCREMENTAL
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AMOUNT OF
(TBD)

100342 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100343 INCREMENTAL
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100344 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100345 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100346 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

100347 INCREMENTAL
FUNDING IN THE
AMOUNT OF
(TBD)

1004 LCAC C4N PROGRAM
SUPPORT IN

LH

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ACCORDANCE WITH
THE ATTACHED
STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. CLIN 1004
IS FROM THE END
OF OPTION 1003
THROUGH ONE (1)
YEAR THEREAFTER.
(TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	Other Direct Cost - Travel and Materials for the Third Award Term. (OTHER)	1.0 Lot
600001	INCREMENTAL FUNDING IN THE AMOUNT OF (OTHER)	
600002	INCREMENTAL FUNDING IN THE AMOUNT OF (OTHER)	
6001	Other Direct Cost - Travel and Materials for the Fourth Award Term. (OTHER) Option	1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

12 December 2005*

STATEMENT OF WORK

FOR

LCAC C4N PROGRAM SUPPORT

SEAPORT CONTRACT

PURCHASE REQUEST N00178-53633796

SEAPORT-e N61331-06-NR-55156

1.0 SCOPE

The Naval Surface Warfare Center (NSWC), Panama City (NSWC PC) has been designated as the In-Service Engineering Agent (ISEA) for the Landing Craft, Air Cushion (LCAC) by PMS377 of the Naval Sea Systems Command (NAVSEA). As the LCAC ISEA, NSWC PC Code E31, has been tasked with providing planning, engineering design, development, deployment, configuration management, testing and fleet support services for the LCAC Command, Control, Communication, Computers and Navigation (C4N) systems. This Statement of Work (SOW) requires the Contractor to provide a level of effort to support NSWC PC in accomplishing its technical, engineering, and program support responsibilities for the designated LCAC C4N systems.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Statement of Work to the extent specified herein. In the event of conflicts between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary reference) shall be for guidance only.

2.1 Military Specifications:

a. MIL-D-23140C, Drawings, Installation Control for Shipboard Electronic Equipment.

2.2 Military Standards: None.

2.3 Other Documents:

a. LCAC Safe Engineering and Operations Manual (SEAOPS)

b. Software Project Engineer's Handbook Version 2.0 (CSS-MP-97/5)

3.0 REQUIREMENTS

The Contractor's local office shall be CMMI Level 3 certified to support LCAC C4N process improvement efforts with the following:

3.1 Systems Engineering Support

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The contractor shall provide support in LCAC C4N requirements management, design and support of LCAC engineering control, data monitoring, processing, display, data recording, mission planning and analysis systems.

The contractor shall provide support in LCAC C4N systems engineering, craft alteration design, support, test, verification, and validation. The contractor shall provide specialized skills in LCAC system design, system maintenance, system analysis, operation, fault analysis, technical documentation development, training course curriculum review, and electronic system and equipment repair.

The contractor shall provide experience in project management, LCAC C4N field support, field service technician, and a comprehensive knowledge of the integrated logistics support program.

The contractor shall provide Domain Expertise in the areas of LCAC C4N craft control, LCAC propulsion control electronics, LCAC power generation and distribution, LCAC monitoring and control systems, and project management support.

The contractor shall provide support in LCAC Craft Specifications knowledge, LCAC specifications and system requirements reviews, and development or review of LCAC C4N equipment hardware and software specifications.

3.2 LCAC Service Life Extension Program (SLEP) Reliability Improvement Program (RIP)

The contractor shall provide support in LCAC SLEP RIP including systems engineering, design, test, and verification. The contractor shall provide support in development of LCAC specific test equipment or simulators, development of test procedures, and support of laboratory resources to test SLEP software.

3.3 Craft Alterations (CRAFTALTS)

The contractor shall provide Domain Expertise including engineering support for evaluation, identification, and discrepancy resolution recommendations of craft control system craft alteration engineering drawings and installation procedures. The contractor shall provide support in project oversight or inspection of craft alteration installation, immediate resolution of installation field service issues, system testing, technical reports, and generation of engineering drawing Liaison Action Records to document craft alteration design discrepancies and resolutions.

The contractor shall provide C4N Domain Expertise in support of witnessing LCAC Acceptance Trials.

3.4 Communication System

The contractor shall provide support for remote location LCAC Communication System “grooming” designed to ensure validation and proper operation of the LCAC Communication Systems. The contractor shall provide operational testing, identification and recommended resolution of system discrepancies, U.S. Navy maintenance personnel and craft crew personnel on-site training, and development of technical reports.

The contractor shall provide support for evaluation, identification, and discrepancy resolution recommendations of LCAC Secure Voice Communication System craft alteration engineering drawings and installation procedures. Support shall include on-site project oversight or inspection of craft alteration installation, immediate resolution of installation field service issues, system testing, technical reports, and generation of engineering drawing Liaison Action Records to document craft alteration design discrepancies and resolutions.

The contractor shall provide support for generation of Alteration Equivalent to Repair (AER) documentation detailing LCAC Secure Voice Communication System modifications. Tasking includes development of engineering drawings, installation procedures, material part lists, project oversight of AER installation, system tests, and generation of technical reports and formal briefs.

The contractor shall provide technical and engineering support for the development, design, modification, installation, and testing of the LCAC SATCOM Secure Voice Communication System. Tasking includes development of engineering drawings, installation procedures, material part lists, project oversight of AER installation, system tests, and generation of technical reports and formal briefs.

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The contractor shall assist the Government as the Communication System technical manual Subject Matter Expert (SME).

3.5 LCAC Performance Analysis System (LPAS) and Mission Planning and Analysis System

(MPAS)

The contractor shall provide support in LCAC Performance Analysis System (LPAS), and Mission Planning and Analysis System (MPAS) requirements management, testing, and field support.

3.6 Fleet Support

The contractor shall provide support in C4N technical assistance, operational testing, identification and recommended resolution of fleet support discrepancies.

3.7 Depot Level Repair

The contractor shall provide support in expert troubleshooting for the LCAC C4N depot level repair facility.

3.8 Training Course Documentation

The contractor shall provide support for evaluation, identification, and discrepancy resolution recommendations of LCAC C4N maintenance and operational training course documentation.

The contractor shall provide expert level engineering support for evaluation, identification, and discrepancy resolution recommendations of LCAC C4N craft control maintenance training course documentation, and Control Alarm and Monitoring System (CAMS) technical manual.

3.9 Quality Assurance

The Contractor shall review the LCAC Software Quality Assurance Plan and make suggestions on improvements to the QA plan. The contractor shall technically support the software quality assurance process. The contractor shall implement approved suggestions to QA plan. The Contractor shall assess the software development and maintenance process for the purpose of moving to CMMI level 3. The contractor shall conduct CMM level 2/3 KPA audits. The contractor shall ensure peer reviews are used in a cost effective manner during the analysis, design, implementation and testing software design phases of software maintenance.

3.10 Software Support Activity (SSA) Support

The contractor shall provide LCAC C4N SLEP software development/support. The contractor shall demonstrate detailed knowledge of the LCAC C4N SLEP systems to include the UKB, Common Data Recorder (CDR), the Personal Computer Offline Diagnostics (PCOFLD), the Navigation (NAV) system and the systems and simulators that UKB interfaces with. The contractor shall support maintenance of all associated UKB, Common Data Recorder (CDR) and Personal Computer Offline Diagnostics (PCOFLD) software documentation. The contractor shall support all Block Cycle software development and maintenance releases planned for this period of performance. The contractor shall provide support for the interface requirements specifications and interface design description documents related to the NAV, UKB and CDR. The contractor shall support the estimation and prioritization of LCAC Problem / Change Requests (PCRs) for all Block Cycle software efforts.

The Contractor shall technically support the LCAC C4N SLEP software test process and shall have detailed knowledge of the LCAC C4N SLEP systems to include the Control Alarm Monitoring System, the Navigation System and the Universal Keyboard System. The contractor shall support the effort to update existing software test descriptions and software test plans to match the test environment and test plans here at NSWC PC. The contractor shall assist in the software build, software installation, software release testing and software qualification testing phases of each software release in the LCAC software integration lab and on LCAC 91 and during field installations.

3.12 LCAC C4N Program Plans and Documentation.

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The Contractor shall prepare LCAC C4N program plans and documentation utilizing Government Furnished Information (GFI) as the basis for the document. Content and format requirements for program documents will normally be provided as GFI. Examples of LCAC C4N documentation to be prepared include:

- a. Operational Requirements
- b. Decision Coordinating Paper
- c. Systems Engineering management Plans
- d. Development Option Papers
- e. Selected Acquisition Reports
- f. Performance and Functional Specifications
- g. Test and Evaluation Master Plans
- h. Monthly Reports

3.13 LCAC C4N Engineering Documentation

The Contractor shall provide for the services and material necessary for the preparation of LCAC C4N engineering documentation either from internal designs or from Government provided draft documents. Technical reviews will be required to ensure that the final product meets the requirements of the governing documents for content, format, and coverage. The documentation to be prepared may include such items as Engineering Drawings; Technical Manuals; Specifications; Technical Reports; Design Documentation.

3.14 LCAC C4N Presentation Materials

The Contractor shall prepare presentation material for GFI in support of LCAC C4N programs and technical briefings. These materials shall consist of:

- a. View-graphs
- b. Computer driven presentations
- c. Flip Charts

3.15 LCAC C4N Technical Program Description Documentation

The Contractor shall, utilizing GFI, develop or update draft program description documents, pertaining to LCAC C4N programs, such as monthly program status reports, quarterly program status reports, project and task level progress summaries.

The contractor shall provide monthly status reports due no later than the 5th business day of each month, which will include accomplishments, planned work for the next month and a breakdown of labor, material and travel charges and any problems or risks associated with programs. This information will be used as part of the metrics collection for the above programs. The contractor shall provide other metrics data, referenced in the CSS Software Project Engineer's Handbook, Version 2.0, as required.

3.16 Program Meetings

The Contractor shall attend and support LCAC C4N program meetings in support of the LCAC Service Life Extension Program (SLEP) IPT, and the Mission Planning and Analysis Program (MPAS) Working Group IPT. The Contractor

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shall assess the information provided during each meeting and prepare technical synopses and trip reports of the meetings and action items after each meeting as required.

3.17 Travel

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

Destinations:

Norfolk, VA - COMM Systems Groom

Camp Pendleton, CA - COMM Systems Groom

Norfolk, VA - Conduct Tech Assist to ACU-4

Camp Pendleton, CA - Conduct Tech Assist to ACU-5 Develop System Requirements

New Orleans, LA - Combined Trials LCAC 10 and 21

New Orleans, LA - Combined Trials LCAC 26, 28, 39, 40

New Orleans, LA - Combined Trials LCAC 37, 42, 43, 45 and 47

Norfolk, VA - Post Install Inspec/Op Checkout C/A 517K and C/A 506K

Camp Pendleton, CA - Post install inspec/Op Checkout of C/A 517K and C/A 506K

4.0 GOVERNMENT FURNISHED INFORMATION

NSWC PC, Code E31, will make the following technical documentation available to Contractors upon written request if required to support proposal preparation. The contractor shall return the GFI to NSWC PC, Code E31, upon completion of the delivery order.

- a. LCAC Safe Engineering and Operations Manual.
- b. LCAC C4N Software Configuration Management Plan (SCMP)
- c. CSS Software Project Engineer's Handbook, Version 2.0, March 1998

GOVERNMENT FURNISHED EQUIPMENT:

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

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

For those contractors required to travel, the Government will provide GFE laptop computers, in order to effectively perform assigned tasking such as Combined Trials (CTs), Software installs, Communications Grooming (COMM Grooms) and Communications Security (COMSEC) testing onsite at craft manufacturer's facility located at New Orleans, LA, Assault Craft Unit (ACUs') 4 and 5, located at Little Creek, VA and Camp Pendleton, CA respectively.

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Contractors will also be required to attend, participate and contribute to Technical Service Request (TSRs) meetings and Craft Alterations (Craft/Alt) drawing reviews in order to provide engineering, software and technical support to the C4N program at NSWC Philly and the Boston Planning Yard located in Philadelphia PA and Boston MA respectively.

5.0 DATA DELIVERABLES

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. All test documentation generated by the Contractor shall be provided on CDROM in MS Word™ compatible files. All documentation artwork and graphics shall be provided on CDROM in AutoCAD™ (Ver. 12) compatible files.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from award through 30 September 2006. The order will have four (4) award terms of one year each.

7.0 SECURITY

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

8.0 DISTRIBUTION LIMITATION

Technical documents generated under this delivery order shall carry the following distribution limitation statements on the cover and title page (if any) of the document. Word-processing or CAD files shall have statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be as near the title block as possible without obscuring any detail on the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

Distribution Statement D: Distribution authorized to DOD and U.S. DOD contractors only:

Administrative/operational use. Other requests shall be referred to COMNAVSEASYS COM (PMS 377).

DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

9.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the government will be protected from public disclosure in accordance with the marking contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination of public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person to entity not authorized such access by the government.

10.0 PERFORMANCE BASED REQUIREMENTS

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

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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

(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.

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(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be by Government personnel at (Destination) Naval Support Activity Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The initial period of performance shall be from award to 30 September 2006, with four award term periods of 12 months each that can be earned by satisfactory or better performance.

The performance period for this Task Order is the date of award through 9-30-2009.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
 Otis M. Nattiel, B32
 110 Vernon Ave.
 Panama City, FL 32407
otis.nattiel@navy.mil
 850-234-4852

Task Order Manager
 Ivan Velazquez-Padilla, Code E31
 110 Vernon Avenue
 Panama City, Florida 32407
ivan.velazquez-padil@navy.mil
 850-235-5833

Accounting Data
 SLINID PR Number Amount

 100001 53633796
 LLA :
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602213

MOD 1

100002 61535346
 LLA :
 AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602112
 Incremental funding in the amount of

100003 61535339
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 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602101
 Incremental Funding in the Amount of

100004 61535355
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 AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0622111
 Incremental Funding in the Amount of

100005 61535343
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 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602111
 Incremental funding in the amount of

100006 61535352
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100007 61630101
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 Incremental Funding in the amount of

100008 61630110
 LLA :
 AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0622131
 Incremental Funding in the amount of

100009 61630116

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LLA :
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Incremental Funding in the amount of

100010 61630168

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100011 61630186

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100012 61630192

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100014 61630195

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100015 61630200

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100016 61630208

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MOD 2

100101 62706184

LLA :
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MOD 4

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INCREMENTAL FUNDING IN THE AMOUNT OF

MOD 5

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INCREMENTAL FUNDING IN THE AMOUNT OF

100104 70093716

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100105 70093720

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100106 70093724

LLA :
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100107 70093726
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 AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722211
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100108 70093752
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100112 70828820
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MOD 7

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100114 70828827
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100116 70828848
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100117 70828864
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100120 70828876
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100121 70828890
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100122 70828892
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 BN 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722181

100123 70828899
 LLA :
 BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0723131

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100124 70828901
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 BQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702411

MOD 9

100125 71846523
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100126 71846530
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100127 71846532
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100128 71846674
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100129 71846681
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100130 71846682
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100131 71846683
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100132 71846684
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100133 71846685
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100134 71846686
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 CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0723241

100135 71846687
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 CD 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702332

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MOD 12

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100204 73041184
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MOD 13

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100205 73338042
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100206 73338044
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MOD 14

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100208 80326023
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100209 80326025
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 CM 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0802101

100210 80326027
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100212 80744749
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100213 80744750
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MOD 17

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MOD 18

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100304 82954627
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100305 83096300
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100306 83096303
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100308 83096306
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100309 83096307
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MOD 21

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MOD 23

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100321 90584454
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DT 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923411

100322 90584455
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100324 90584457
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MOD 25

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100338 90981664
LLA :

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

MOD 27

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LLA :

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

100347 91825890

LLA :

FA 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923411

MOD 28

600002 92040326

LLA :

FB 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902003

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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 52.219-9 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.

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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 14,794 total man-hours 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 -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 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

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

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty‑five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such

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notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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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. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

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

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

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

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

Changes in Key Personnel Clause

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

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MANDATORY REQUIREMENTS:

- 1) The Contractor's facility providing support for this effort shall be CMMI Level 3 certified to support LCAC C4N process improvement efforts.

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

AWARD TERM CLAUSE

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

AWARD TERM PLAN

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

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional". The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each period of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

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

(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors monitor the contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint of each evaluation period. No later

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than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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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

corrected DD Form 254

REVISED SOW 2-13-2006