

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 32	3. EFFECTIVE DATE 18-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. 92474810		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 donald.bickford@navy.mil 850-234-4853	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) Triton Services 17001 Science Drive, Suite 100 Bowie MD 20715-4330	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4634-HR02
CAGE CODE 001A6	FACILITY CODE 805703923
10B. DATED (SEE ITEM 13) 19-Feb-2008	

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) Pursuant to FAR Clause 52.232-22

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) Todd Doucett, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Todd Doucett (Signature of Contracting Officer)	16C. DATE SIGNED 18-Sep-2009
(Signature of person authorized to sign)			

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to Incrementally fund SubCLIN 100133, 100134 and 300116 through 300121 as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only. The total funded amount has increased by \$66,091.00.

SUBCLIN	ACRN	PR#	AMOUNT
300116	CH	92474810	\$800
300117	CJ	92464800	\$4,000
300118	CK	92464761	\$7,700
300119	CL	92464767	\$18,300
300120	CM	92464768	\$5,000
300121	CN	92464770	\$4,000
100133	CP	92464799	\$6,291.00
100134	CQ	92464772	\$20,000.00
			\$66,091.00

Accordingly, said Task Order is modified for funding as follows:

	By	To
Funded Cost	\$37,905.52	\$1,398,152.78
Funded Fee	\$1,894.48	\$66,863.84
Total CPFF	\$39,800.00	\$1,465,016.62
ODC (FFP)	\$26,291	\$189,360.02
Total	\$66,091.00	\$1,654,376.64

The table above reflects the current funding to date.

This Task Order is incrementally funded and FAR Clause 52.232-22 "Limitation of Funds (June 2007)" is applicable and in effect. The amount of funding \$1,654,376.64 includes a Fixed Fee of \$66,863.84, is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,654,376.64 shall not be exceeded unless this Task Order is modified to provide additional funding. This shall only be exceeded at the Contractor's own risk and the Government shall not be liable for cost incurred above the funding 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 of this Task Order.

The period of performance of this task order is from award through 18 Feb 2010.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 1 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E)	7.0 LY	\$738,593.00	\$35,488.00	\$774,081.00
100001	Incremental Funding (RDT&E)				
100002	Incremental Funding (RDT&E)				
100003	Incremental Funding (RDT&E)				
100004	Incremental Funding (RDT&E)				
100005	Incremental Funding (RDT&E)				
100006	Incremental Funding (RDT&E)				
100007	Incremental Funding (RDT&E)				
100008	Incremental Funding (RDT&E)				
100009	Incremental Funding (RDT&E)				
100010	Incremental Funding (RDT&E)				
100011	Incremental Funding (RDT&E)				
100012	Incremental Funding (RDT&E)				
100013	Incremental Funding (RDT&E)				

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

100014 Incremental
Funding (RDT&E)

100015 Incremental
Funding (RDT&E)

100016 Incremental
Funding (RDT&E)

100017 Incremental
Funding (RDT&E)

100018 Incremental
Funding (RDT&E)

100019 Incremental
Funding (RDT&E)

100020 Incremental
Funding (RDT&E)

100021 Incremental
Funding (RDT&E)

100022 Incremental
Funding (RDT&E)

100023 Incremental
Funding (RDT&E)

100024 Incremental
Funding (RDT&E)

100025 Incremental
Funding (RDT&E)

100026 Incremental
Funding (RDT&E)

100027 Incremental
Funding (RDT&E)

100028 Incremental
Funding (RDT&E)

100029 Incremental
Funding (RDT&E)

100030 Incremental
Funding (RDT&E)

100031 Incremental
Funding (RDT&E)

100032 Incremental
Funding (RDT&E)

100033 Incremental
Funding (RDT&E)

100034 (RDT&E)

1001	Non-Personnal services and	7.0 LY	\$753,565.00	\$35,874.00	\$789,439.00
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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	3 of 37	

materials
 necessary to
 provide future
 Seabase
 Connectors
 Support in
 accordance with
 the Statement of
 Work in Section
 C, DD Forms 1423,
 and DD Form 254
 identified in
 Section J.
 (RDT&E)

100101 Incremental
 Funding (RDT&E)

100102 Incremental
 Funding (RDT&E)

100103 Incremental
 Funding (RDT&E)

100104 Incremental
 Funding (RDT&E)

100105 Incremenetal
 Funding (RDT&E)

100106 Incremental
 Funding (RDT&E)

100107 Incremental
 Funding (RDT&E)

100108 Incremental
 Funding (RDT&E)

100109 Incremental
 Funding PR
 90828404
 \$40,000.00
 (RDT&E)

100110 Incremental
 Funding PR
 90372161
 \$50,000.00
 (RDT&E)

100111 Incremental
 Funding PR
 90981608
 \$75,000.00
 (RDT&E)

100112 Incremental
 Funding PR
 90961341
 \$34,110.45
 (RDT&E)

100113 Incremental
 Funding PR

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	4 of 37	

90920848
\$9,900.00 (RDT&E)

100114 Incremental
Funding PR
90920843
\$17,734.71
(RDT&E)

100115 Incremental
Funding PR
90920844
\$34,932.48
(RDT&E)

100116 Incremental
Funding PR
91001983
\$14,000.00
(RDT&E)

100117 Incremental
Funding PR
91470461
\$10,000.00
(RDT&E)

100118 Incremental
Funding PR
91703905
\$3,250.00 (RDT&E)

100119 Incremental
Funding PR
91703902
\$94,303.59
(RDT&E)

100120 Incremental
Funding PR
91765053
\$1,545.00 (RDT&E)

100121 Incremental
Funding PR
91765052
\$15,700.00
(RDT&E)

100122 Incremental
Funding PR
91765045
\$5,333.12 (RDT&E)

100123 Incremental
Funding
PR91765022
\$18,621.12
(RDT&E)

100124 Incremental
Funding PR
91764999
\$34,138.56
(RDT&E)

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

100125 Incremental
Funding PR
91764989 \$7626.44
(RDT&E)

100126 Incremental
Funding PR
91764988
\$1,342.33 (RDT&E)

100127 Incremental
Funding PR
91764955 \$5300.00
(RDT&E)

100128 Incremental
Funding PR
91764951
\$7,724.06 (RDT&E)

100129 Incremental
Funding PR
91916998
\$20,000.00
(RDT&E)

100130 Incremental
Funding PR
92090663
\$17,277.00
(RDT&E)

100131 Incremental
Funding PR
92090664
\$14,470.00
(RDT&E)

100132 Incremental
Funding PR
92302649
\$13,500.00
(RDT&E)

100133 PR #92464799
ACRN: AA
Incremental
Funding (RDT&E)

100134 PR #92464772
ACRN: AA
Incremental
Funding (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Costs (ODC) to support CLIN 1000. (RDT&E)	1.0	Lot	\$137,301.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	6 of 37	

300001 Incremental
Funding (RDT&E)

300002 Incremental
Funding (RDT&E)

300003 Incremental
Funding (RDT&E)

300004 Incremental
Funding (RDT&E)

300005 Incremental
Funding (RDT&E)

300006 Incremental
Funding (RDT&E)

300007 Incremental
Funding (RDT&E)

300008 Incremental
Funding (RDT&E)

300009 Incremental
Funding (RDT&E)

300010 Incremental
Funding (RDT&E)

300011 Incremental
Funding (RDT&E)

3001 Other Direct 1.0 Lot \$136,604.00
Costs (ODC) to
support CLIN
1001. (RDT&E)

300101 Incremental
Funding (RDT&E)

300102 Incremental
Funding (RDT&E)

300103 Incremental
Funding PR
90920845
\$2,300.00 (RDT&E)

300104 Incremental
Funding PR
91002993
\$1,000.00 (RDT&E)

300105 Incremental
Funding PR
91073177
\$14,000.00
(RDT&E)

300106 Incremental
Funding PR
91073182
\$12,000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	7 of 37	

(RDT&E)

- 300107 Incremental
Funding PR
91704002 \$8,000
(RDT&E)

- 300108 Incremental
Funding
PR91703989
\$12,000.00
(RDT&E)

- 300109 Incremental
Funding PR
91703871
\$3,500.00 (RDT&E)

- 300110 Incremental
Funding PR
91663107 \$300.00
(RDT&E)

- 300111 Incremental
Funding PR
91764981 \$6,200
(RDT&E)

- 300112 Incremental
Funding PR
91815601
\$12,000.00
(RDT&E)

- 300113 Incremental
Funding PR
91764846 \$3900.00
(RDT&E)

- 300114 Incremental
Funding PR
92040329 \$3000.00
(RDT&E)

- 300115 Incremental
Funding PR
92090661
\$10,030.00
(RDT&E)

- 300116 PR #92474810
ACRN: AA
Incremental
Funding (RDT&E)

- 300117 PR #92464800
ACRN: AA
Incremental
Funding (RDT&E)

- 300118 PR #92464761
ACRN: AA
Incremental
Funding (RDT&E)

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

300119 PR #92464767
ACRN: AA
Incremental
Funding (RDT&E)

300120 PR #92464768
ACRN: AA
Incremental
Funding (RDT&E)

300121 PR #92464770
ACRN: AA
Incremental
Funding (RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option		7.0 LY	\$768,455.00	\$36,267.00	\$804,722.00
4001	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option		7.0 LY	\$783,976.00	\$36,702.00	\$820,678.00
4002	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in		7.0 LY	\$800,315.00	\$37,180.00	\$837,495.00

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

accordance with
the Statement of
Work in Section
C, DD Forms 1423,
and DD Form 254
identified in
Section J.
(RDT&E)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Other Direct Costs (ODC) to support CLIN 4000. (RDT&E) Option	1.0 Lot	\$135,919.00
6001	Other Direct Costs (ODC) to support CLIN 4001. (RDT&E) Option	1.0 Lot	\$135,272.00
6002	Other Direct Costs (ODC) to support CLIN 4002. (RDT&E) Option	1.0 Lot	\$134,674.00

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

14 May 2007

STATEMENT OF WORK

FOR

FUTURE SEABASE CONNECTORS SUPPORT

1.0 SCOPE

Naval Sea Systems Command (NAVSEA) PMS 377, PMS 317, PMS 325, and the Office of Naval Research (ONR) have tasked NSWC Panama City Code E32 to support future seabase connectors and expeditionary ships and craft, both in the platform and technology areas. This includes engineering and programmatic support to ONR, NAVSEA 05D and PEO SHIPS activities that are conducting the design, acquisition, testing, evaluation and production of Seabase Connectors: Mobile Landing Platform (MLP), Joint Maritime Assault Connector (JMAC), and Transformable Craft (T-Craft). Also, this includes support for the ONR Advanced Skirt Design efforts and the advanced lift fan effort.

Under the tasking outlined in this Statement of Work (SOW), the Contractor shall provide a level of effort consisting of those non-personal services necessary to accomplish the work detailed in paragraph 3.0.

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified.

2.1 Military Specifications:

(a) MIL-DTL-31000C, Technical Data Packages

2.2 Military Standards: None

2.3 Other Documents: None

3.0 REQUIREMENTS

3.1 MEETING SUPPORT

The Contractor shall attend all E32 staff meetings (estimated to occur on a weekly basis during the period of performance) and provide meetings, action items, and support the Branch in scheduling meetings, coordination of resources, tracking action items, and other administrative actions as required. In addition, the contractor shall attend periodic Expeditionary Warfare Systems meetings to report on the status of ongoing tasking. The Contractor shall provide verbal input at the meetings and shall develop summary meeting minutes. The summary minutes shall be ready for distribution, via e-mail, to all project members and line management within 5 working days of the meeting. The minutes will include a list of major meeting dates and travel dates. The contractor shall technically support program reviews. The Contractor may be required to draft meeting minutes or trip reports from the meetings.

3.2 PRESENTATIONS

The Contractor shall develop electronic multi-media presentations covering emerging operational

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

concepts, processes, and strategies and integrate these presentations with current electronic media. The Contractor shall provide expert advice on the operational concept/processes, graphic formulations, and depictions. Presentations are in support of the E32 staff meetings and in response to higher level tasking. Developed briefing material shall be stored in the Expeditionary Warfare Systems Project library website. The Contractor shall provide conference rooms for meetings and phone lines or computer links to support phone or web-based conferences as required.

3.3 REPORTING SUPPORT

The Contractor shall provide progress reporting support by performing downloads from Government Project and Business Management Systems (PMBS) and Corporate Database (CDB) Web, as required. Data extracted from these systems will be used by NSWC PC to develop monthly progress reports to Sponsors. In addition the data will be used to support NSWC PC internal management reviews as well as Quarterly Project Reviews with Sponsors. The Contractor shall also support requirements for specific data calls by implementing unique queries or quick hits, as required. The contractor shall gather and compile the monthly accomplishments for each task from each project task leader via the Project Engineers. The monthly reports will be prepared by the 10th of each month for the preceding month's report.

3.4 EARNED VALUE MANAGEMENT SUPPORT

The Contractor shall maintain the tailored NSWC PC Earned Value Management process and system to support the overall management needs. The system will ensure that the cost, schedule, and technical aspects of the program are integrated to provide an accurate picture of program status, provide the basis for course correction and bring projects in on schedule and within funding constraints.

3.5 SUBJECT MATTER EXPERTISE

The Contractor shall provide expert knowledge and technical support in the area of Expeditionary Warfare Systems acquisition processes, engineering development and sustainment. Recommendations are to be made regarding future Expeditionary System development and production strategy to optimize the utility to the US Navy. This effort will include attendance and participation in various planning and strategy sessions, discussions with Expeditionary Warfare Systems leadership, and meetings with NSWC managers. The Contractor shall provide expert knowledge and technical support in the area of Expeditionary Warfare systems acquisition DoD programmatic documentation by participating in the development of DoD acquisition documents such as Functional Solutions Analyses, Initial Capability Documents, Capability Development Documents and Capability Production Documents (including all of the supporting Strategies, Analyses, Plans, Evaluations, and Assessments) for Expeditionary Systems acquisition programs. In addition, the Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e mail, fax, local guard mail, commercial carrier, hand delivery, or posting on Government sponsored website(s). The Contractor shall update and maintain an Expeditionary Warfare Systems Projects library website. An audit log of all documents posted on the website shall be provided to the government for review upon request. Program pictures, and viewgraphs, provided as GFI, shall be incorporated into the library. Library material shall be accessible in multiple ways (e.g. search by type, date, subject, author, or keyword, etc.). The Contractor shall train Code E32 personnel in the use of the library. The Contractor shall support the creation of documentation concerning the conceptualization, program description, development planning, and reporting of new starts in the following subject areas: (1) USMC and NSWC PC Capabilities, (2) Expeditionary Craft, and (3) Expeditionary Ship Acquisition.

3.6 DESIGN ENGINEERING

The Contractor shall work with Code E32 and the Expeditionary Warfare Systems Project leaders as necessary during any design and fabrication project to ensure that systems are compatible with the various program requirements. Design review scheduling will be based upon mutual agreement that all technical data are complete and essential personnel deemed necessary for the review are readily available before the

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

respective review. The Contractor shall provide a naval architectural capability to support the development or evaluation of USN or commercial shipbuilding or modification projects. Expertise shall include the ability to evaluate impact of changes to existing or planned craft and ship designs such as changes to hull shape, addition or removal of major systems or equipment, use of cargo handling equipment, etc.

3.7 TECHNICAL DRAWINGS, GRAPHICS, AND ADMINISTRATIVE PLANNING SOFTWARE SUPPORT

The contractor shall provide a capability in the field of drawing application software including Corel Draw Suite 10, AutoCAD 2000, Solid Edge, Autodesk Inventor, color plotting and printing. The contractor must be able to redline the government furnished drawing files with color-coded updates or corrections. The contractor shall support NSWC PC in drawing reviews and updates using SOW paragraph 2.1(a) for guidance. The contractor shall provide a capability in the use of Microsoft Office (Word, Excel, Powerpoint) and Microsoft Project software. The contractor shall provide a capability in the use of Nastran Finite Element Analysis (FEA) software.

3.8 ADVANCED AIR CUSHION TECHNICAL SUPPORT

The Contractor shall technically support the areas of: (1) advanced technology upgrade studies for future connectors. (2) craft concept development, testing, and technology trade-offs used in the JEFF-A, JEFF-B and Landing Craft Air Cushion (LCAC) programs. (3) U.S. Marine Corps (USMC) requirements, (4) expeditionary craft acquisition, (5) USMC logistics support, (6) expeditionary craft operations: Safe Engineering And Operating (SEAOPS) procedures, mission planning performance predictions, and modeling, and (7) human systems integration. The Contractor shall technically review and analyze an average of one to a maximum of eight documents per month during the period of performance.

3.9 LCAC SHIP INTERFACE SUPPORT

The Contractor shall technically support expeditionary assault systems. This support will include expertise for well deck interface onboard LPD 17, LHD 1-8 ships, future expeditionary warfare ships, and Seabasing ships, which includes LCAC interface issues such as fuel systems, electrical power systems, alignment and other systems related to LCAC and future seabase connectors. Provide support to identify requirements for emerging U.S. Navy, USMC and Special Operations vehicles and craft such as the Expeditionary Fighting Vehicle (EFV), trucks, tracked recovery and construction vehicles, and the Joint High Speed Vessel (JHSV). Provide recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships (e.g., French, Spanish, etc.,).

3.10 MOBILE LANDING PLATFORM (MLP) SUPPORT

The Contractor shall technically support development of LCAC interfaces with the research and development of MLP designs and testing. The contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks, and craftmaster experience in various at sea operations. The contractor shall provide support on developing LCAC SEAOPS procedures as they pertain to the MLP and help analyze the designs for containment systems aboard the MLP. The contractor shall provide support in operational LCAC requirements involving the use of the MLP. The contractor shall provide at least one individual with craftmaster experience to travel to the east coast for the MLP Demonstration. The contractor shall review the MLP design and assist in evaluating the deck layout of the MLP during the performance period. Design review and evaluation of deck layout for the MLP.

3.11 TEST AND EVALUATION (T&E) SUPPORT

The Contractor shall provide T&E support to encompass assistance with test plan development, test documentation including briefs, Test Logs, Mission Summaries, test schedules, and assistance with the development of test reports.

The contractor shall provide technical support personnel to support at-sea and on shore testing. This will include test documentation and test conduct support. The personnel will be required to ride both small boats and large ships during testing. The support personnel will also be involved in writing and editing test plans.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Contractor shall configure and de-configure test setups as required.

NSWC PC will provide the primary materials to support testing; however, on an emergency basis, the Contractor may be required to supply incidental parts and materials necessary to support test preparation, testing, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.), 2) package and ship faulty components to Depot, and 3) replace or upgrade laboratory consumables (including items such as zip disks, CDs, videotapes, camera film, printer cartridges, pens, paper, etc.). The Contractor shall maintain inventory of the test supply cabinets. The Contractor shall maintain both system and T&E support hardware inventories (i.e. those inventories in existing Government labs, warehouses, and offices, etc.) and make inventories available for Government review upon request.

The Contractor shall provide support in the preparation and shipment of test assets. Test articles and support equipment can be required at various locations, sometimes simultaneously, which necessitates the support efforts of the contractor.

The Contractor shall provide a capability for non-destructive testing, inspection, examination, installation, and repair of composite systems, composite sub-systems, composite assemblies and composite components.

The Contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks, and craftmaster experience in various sea operations. The contractor shall provide support on developing LCAC SEAOPS procedures that pertain to various Expeditionary Warfare Systems. The contractor shall provide at least one individual with craftmaster experience for this support.

The Contractor shall provide a capability for non-destructive testing, inspection, examination, installation, and repair of composite systems, composite sub-systems, composite assemblies, composite components and systems performance testing with users in the loop.

3.12 FOREIGN COMPARATIVE TESTING SUPPORT

The Contractor shall support the Foreign Comparative Testing and Defense Acquisition Challenge Programs (FCT and DACP) by providing systems engineering expertise and engineering support on LCAC and potential JMAC systems. This will include the Skirt material FCT, the lube oil cooler FCT, and the propeller shroud FCT. This could potentially include new-start projects like the adaptive pitch propeller FCT and the Personnel Transport Module DAC. Contractor shall attend design reviews, monitor progress of the design process, research design and performance requirements, and work various design and fabrication issues as they arise. Contractor shall provide similar support for current and potential new-start SBIR and STTR projects including the Personnel Transport Module, the composite cargo ramp, the rudder actuator, composite shafting, and others. Contractor shall also support testing for FCT, DAC, SBIR, and STTR projects by assisting test plan writing and development, identifying and specifying relevant testing to be performed, and helping to identify test and instrumentation equipment and procedures. Contractor shall support test conduct for on-craft and laboratory testing, and shall assist in writing test evaluation reports.

3.13 TRAVEL

The contractor may be required to travel both CONUS and OCONUS in support of this effort. The contractor may be required to travel to the following locations: Pascagoula, MS, New Orleans, LA, Philadelphia, PA, Camp LeJeune, CA, Boston, MA, Chicago, IL, Dayton, OH, Los Angeles, CA, Norfolk, VA, San Diego, CA, Washington, DC, Helsinki, Finland, Madrid, Spain, Oslo, Norway, Paris, France

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 GOVERNMENT FURNISHED MATERIAL: None

4.2 GOVERNMENT FURNISHED EQUIPMENT: None

4.3 GOVERNMENT FURNISHED INFORMATION:

NSWC PC Code E32 will provide technical documentation related to the sea connector efforts as it becomes available or as requested by the Contractor. The Contractor shall return all GFI to NSWC PC Code

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

E32 at the completion of the task order.

5.0 DATA DELIVERABLES

Deliverables shall be in accordance with the attached Contract Data Requirements List (DD Form 1423). The Contractor can use an informal text format or one provided by the Government for the particular document. Unless specified otherwise, the default software format for the deliverables is Microsoft Office 2000 compatible formats (i.e. Word, Excel, PowerPoint, Access.) using SOW paragraph 2.3(a) for guidance. Documents shall be supplied electronically via a readable media (i.e. 3.5 diskette, Zip, CD, E-mail.) A hard copy will also be provided with each delivery, unless for expediency at the Government's discretion, the electronic media (by disk or E-mail) is acceptable and the Government can reproduce the final document. **NOTE: Minimum Protection Requirements for Controlled Unclassified Information:** Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

See Section F

7.0 SECURITY

The Contractor will require access to classified documents or classified areas. Documents under this delivery order may contain classified information. All classified documents will be generated at NSWC PC and held by NSWC PC. No classified documents will be held at the contractor's facility. However, any reports or documentation resulting from this contract cannot be distributed without formal approval from Naval Surface Warfare Center Panama City, Code E32, 110 Vernon Avenue, Panama City, FL 32407-7001. See paragraph 5 for requirement to encrypt controlled unclassified information.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents and other data materials generated under this delivery order shall be marked with the following distribution statement and Destruction Notice on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER- PANAMA CITY, ATTN: CODE E32, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation. 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 shall be protected from disclosure in accordance with the markings contained thereon. All other information relating to services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other 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 to preclude access by any person or entity not authorized such access by the Government.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 15 of 37	FINAL
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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

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

PACKING AND MARKING

Packaging and marking, if applicable, shall be to best commercial practices.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Section E INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center
Panama City FL

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

Section F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

1) SHIP TO ADDRESS:

Naval Support Activity Panama City
Attn: Receiving Officer
101 Vernon Ave
Panama City Beach FL 32407-7018

2) All items shall be shipped FOB: Destination

3) PERIOD OF PERFORMANCE:

This task order shall become effective on 6 September 2007, or on the date of award, whichever is later and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to a maximum of five years based on the contractor's performance.

First Year (Base)	19 February 2008 - 18 February 2009
Second Year (ATE 1)	19 February 2009 - 18 February 2010
Third Year (ATE 2)	19 February 2010 - 18 February 2011
Fourth Year (ATE 3)	19 February 2011 - 18 February 2012
Fifth Year (ATE 4)	19 February 2012 - 18 February 2013

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

1. The Task Order Manager is Joe Farmer, email: joseph.farmer@navy.mil, phone: 850-230-7593.
2. Invoicing shall be submitted in accordance with the Multiple Award Contract instructions coordinated with the Administrative Contracting office.
3. The Administrative Contracting Office is identified in block 6 of this task order document.
4. The Contract Specialist is:
Ms. Sharon Hess
Code B32
110 Vernon Ave.
Panama City, FL 32407
sharon.hess@navy.mil
(850) 234-4413
5. The Contracting Officer is:
Mary Hines
Code B32
110 Vernon Ave.
Panama City, FL 32407
mar.f.hines@navy.mil
(850) 235-5389

6. 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, on-site 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 a 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 the 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 established accounting policy.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
100001	71130592	26600.00
LLA :		
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320711042		

BASE Funding 26600.00
Cumulative Funding 26600.00

MOD 01

100002	80565412	27000.00
LLA :		
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390862142		
100003	80565422	27000.00
LLA :		
AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390852062		
300001	80565425	27000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31E390812082		

MOD 01 Funding 81000.00
Cumulative Funding 107600.00

MOD 02

100004	80565425	27000.00
LLA :		
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390812082		
300001	80565425	(27000.00)
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31E390812082		
300002	80871178	10000.00
LLA :		
AE 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010		
Direct Cite: N0002407WX11938 ACRN: AA		

MOD 02 Funding 10000.00
Cumulative Funding 117600.00

MOD 03

100005	81091272	50000.00
LLA :		
AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320812301		

MOD 03 Funding 50000.00
Cumulative Funding 167600.00

MOD 04

100006	81444909	20000.00
LLA :		
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320801111		

MOD 04 Funding 20000.00
Cumulative Funding 187600.00

MOD 06

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	22 of 37	

100007 81548600 33000.00
 LLA :
 AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320801151

MOD 06 Funding 33000.00
 Cumulative Funding 220600.00

MOD 07

100008 81750215 45000.00
 LLA :
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320802311

MOD 07 Funding 45000.00
 Cumulative Funding 265600.00

MOD 08

100005 81091272 (5000.00)
 LLA :
 AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320812301

100008 81750215 (10000.00)
 LLA :
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320802311

100009 82044021 19500.00
 LLA :
 AE 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 DIRECT CITE: N0002407WX11938
 ACRN: AA

100010 82075289 51512.00
 LLA :
 AK 1761810 11LC 253 SASHP 0 068342 2D 000000 LC0010000000
 DIRECT CITE: N0002406WX30254
 ACRN: AA

300003 82002687 10000.00
 LLA :
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320802311

300004 82075284 10000.00
 LLA :
 AK 1761810 11LC 253 SASHP 0 068342 2D 000000 LC0010000000
 DIRECT CITE: N0002406WX30254
 ACRN: AA

300005 82002673-5000 5000.00
 LLA :
 AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320812301

MOD 08 Funding 81012.00
 Cumulative Funding 346612.00

MOD 09

100011 82172056 34000.00
 LLA :
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320811111

MOD 09 Funding 34000.00
 Cumulative Funding 380612.00

MOD 10

100012 82468301 92000.00
 LLA :
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320801161

MOD 10 Funding 92000.00
 Cumulative Funding 472612.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	23 of 37	

MOD 11

100009 82044021 8794.73
 LLA :
 AE 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 DIRECT CITE: N0002407WX11938
 ACRN: AA

100013 82266241 20000.00
 LLA :
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320805111

300002 80871178 (8794.73)
 LLA :
 AE 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Direct Cite: N0002407WX11938 ACRN: AA

300006 82596306 2000.00
 LLA :
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320805111

MOD 11 Funding 22000.00
 Cumulative Funding 494612.00

MOD 12

100014 82833608 16028.70
 LLA :
 AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802522

100015 82904084 6239.57
 LLA :
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802302

100016 82954624 8056.65
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100017 82954527 12604.35
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100018 82954529 10399.77
 LLA :
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802182

100019 82954589 4742.04
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100020 82954530 5117.83
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

100021 83035543 33000.00
 LLA :
 AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802514

300007 82954623 9627.75
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

300008 83025266 3800.00
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902011

MOD 12 Funding 109616.66
 Cumulative Funding 604228.66

MOD 13

300009 83106486 5000.00
 LLA :
 AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320805311

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	24 of 37	

MOD 13 Funding 5000.00
Cumulative Funding 609228.66

MOD 14

100022 83228841 10713.52
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802302

100023 83290811 10351.00
LLA :
AU 1781810 14UQ 251 SASHP 0 068342 2D 000000 UQ0100000000
RCP# N0002408RX31414 ACRN AA

100024 83290813 4116.24
LLA :
AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0824412

100025 83290887 8920.23
LLA :
AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0925121

100026 83290931 8394.00
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802302

100027 83290932 4058.00
LLA :
AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902001

100028 83290957 9300.00
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802302

MOD 14 Funding 55852.99
Cumulative Funding 665081.65

MOD 15

100029 83311287 7500.00
LLA :
AZ 1781319 W3DN 000 RA333 0 068342 2D 000000 02915000XBBCO
Incremental Funding
RCP: N0001408WX20238 ACRN: AA

300010 83312288 2197.00
LLA :
AZ 1781319 W3DN 000 RA333 0 068342 2D 000000 02915000XBBCO N0001408WX20238 AA
Incremental funding-
RCP: N0001408WX20238 ACRN: AA

MOD 15 Funding 9697.00
Cumulative Funding 674778.65

MOD 16

100030 90065023 10000.00
LLA :
BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0903111
Incremental Funding

MOD 16 Funding 10000.00
Cumulative Funding 684778.65

MOD 17

100031 90125867 33267.00
LLA :
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390912311
Incremental Funding

100032 90125881 20000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	25 of 37	

LLA :
BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390912211
Incremental Funding

MOD 17 Funding 53267.00
Cumulative Funding 738045.65

MOD 18

100033 90270443 30000.00
LLA :
BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300805507

MOD 18 Funding 30000.00
Cumulative Funding 768045.65

MOD 19

300011 90372166 5000.00
LLA :
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320805111
Incremental Funding

MOD 19 Funding 5000.00
Cumulative Funding 773045.65

MOD 20

100101 90281000 85000.00
LLA :
BE 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
RCP:N0002409WX10122
ACRN AA

MOD 20 Funding 85000.00
Cumulative Funding 858045.65

MOD 21

100102 90372042 16389.08
LLA :
BF 1781811 1317 253 XAWTL 0 068342 2D 000000 23181400001E

100103 90402397 6558.14
LLA :
BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823222

100104 90412563 36227.52
LLA :
BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902501

100105 90412541 1182.00
LLA :
BJ 1781811 1576 310 WA377 0 068342 2D 000000 408014000000

100106 90402406 10572.23
LLA :
BK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902301

100107 90412486 7772.16
LLA :
BM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923231

100108 90513644 10000.00
LLA :
BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E330903001

300101 90402405 4500.00
LLA :
BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823222

300102 90513661 3000.00
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	26 of 37	

BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E330903001

MOD 21 Funding 96201.13
Cumulative Funding 954246.78

MOD 23

100109 90828404 40000.00
LLA :
BP 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20704
ACRN: AA

100110 90372161 50000.00
LLA :
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320805111

MOD 23 Funding 90000.00
Cumulative Funding 1044246.78

MOD 24

100111 90981608 75000.00
LLA :
BQ 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20720 ACRN: A
A

100112 90961341 34110.45
LLA :
BR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902302

100113 90920848 9900.00
LLA :
BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0925101

100114 90920843 17734.71
LLA :
BT 1791810 14UQ 252 SA377 0 068342 2D 000000 UQ7750000000 RCP: N0002409RXF0409 ACRN:
AA

100115 90920844 34932.48
LLA :
BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902501

300103 90920845 2300.00
LLA :
BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0925101

MOD 24 Funding 173977.64
Cumulative Funding 1218224.42

MOD 25

100116 91001983 14000.00
LLA :
BQ 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20720 ACRN: A
A

300104 91002002 1000.00
LLA :
BQ 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20720 ACRN: A
A

300105 91073177 14000.00
LLA :
BQ 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20720 ACRN: A
A

300106 91073182 12000.00
LLA :
BP 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20704
ACRN: AA

MOD 25 Funding 41000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	27 of 37	

Cumulative Funding 1259224.42

MOD 26

100117 91470461 10000.00
 LLA :
 BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD0903111

MOD 26 Funding 10000.00
 Cumulative Funding 1269224.42

MOD 27

100118 91703905 3250.00
 LLA :
 BU 1781810 81LT 310 SASHP 0 068342 2D 000000 LT0100000000 RCP: N0002408WX30153 ACRN:AA

100119 91703902 94303.59
 LLA :
 BR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902302

300107 91704002 8000.00
 LLA :
 BV 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320912192

300108 91703989 12000.00
 LLA :
 BV 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320912192

300109 91703871 3500.00
 LLA :
 BX 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823231

300110 91663107 300.00
 LLA :
 BY 97X4930 NH1D 000 77777 0 061331 2F 000000 31E330903101

MOD 27 Funding 121353.59
 Cumulative Funding 1390578.01

MOD 28

100120 91765053 1545.00
 LLA :
 BZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0825312

100121 91765052 15700.00
 LLA :
 CA 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0825311

100122 91765045 5333.12
 LLA :
 CB 1781811 1576 310 WA377 0 068342 2D 000000 408014000000 RCP: N0002408WX20140 ACRN: A
 C

100123 91765022 18621.12
 LLA :
 CE 1791810 14UQ 310 SASHP 0 068342 2D 000000 UQ0100000000 RCP: N0002409RX31044 ACRN: A
 A

100124 91764999 34138.56
 LLA :
 BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902501

100125 91764989 7626.44
 LLA :
 BR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902302

100126 91764988 1342.33
 LLA :
 CF 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923171

100127 91764955 5300.00
 LLA :
 BX 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0823231

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	28 of 37	

100128 91764951 7724.06
 LLA :
 CD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923221

300111 91764981 6200.00
 LLA :
 BM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923231

300112 91815601 12000.00
 LLA :
 CC 97X4930 NH1D 000 77777 0 061331 2F 000000 37CPL0ZCPALB

300113 91764846 3900.00
 LLA :
 CD 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0923221

MOD 28 Funding 119430.63
 Cumulative Funding 1510008.64

MOD 29

100129 91916998 20000.00
 LLA :
 CF 1791319 15YV 253 SASHP 0 068342 2d 005120 331330000010 RCP: N0002409WX10140 ACRN: A
 A

MOD 29 Funding 20000.00
 Cumulative Funding 1530008.64

MOD 30

100130 92090663 17277.00
 LLA :
 BP 1791319 W3DN 000 RA333 0 068342 2D 000000 02915000XBC0 RCP: N0001409WX20704
 ACRN: AA

100131 92090664 14470.00
 LLA :
 CG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ09T2112

300114 92040329 3000.00
 LLA :
 CH 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902003

300115 92090661 10030.00
 LLA :
 CG 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ09T2112

MOD 30 Funding 44777.00
 Cumulative Funding 1574785.64

MOD 31

100132 92302649 13500.00
 LLA :
 BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300805507

MOD 31 Funding 13500.00
 Cumulative Funding 1588285.64

MOD 32

100133 92464799 6291.00
 LLA :
 CK 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902391

100134 92464772 20000.00
 LLA :
 CQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320905401

300116 92474810 800.00
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4634	HR02	32	29 of 37	

CH 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH09ABJT1

300117 92464800 4000.00

LLA :

CJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902391

300118 92464761 7700.00

LLA :

CL 1791319 W3DN 000 RA333 0 088342 2D 000000 02915000XBC0
Standard Number: N0001409WX20704 /AA

300119 92464767 18300.00

LLA :

CM 1781319 W3DN 000 RA333 0 068342 2D 000000 02915000XBCO
Standard Number: N0001409WX20720 /AA

300120 92464768 5000.00

LLA :

CN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320912192

300121 92464770 4000.00

LLA :

CP 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320911131

MOD 32 Funding 66091.00

Cumulative Funding 1654376.64

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 30 of 37	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

1) 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 6.55 man-years per year, 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) The level of effort for this contract shall be expended at an average rate of approximately 0.13 man years per week. 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:

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Fee (Required LOE - Expended LOE)
 Fee Reduction = -----
 Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, 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) Deleted per Amendment 0001 of the basic contract.

(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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4.6 PRE-AWARD 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 secret level. 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, Attachment J.4.

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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 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.

The Key Personnel categories are: Program Manager, Senior Systems Engineer, Senior Technical Analyst, Senior Naval Architect, Engineer, and Journeyman Technician.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 32 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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) 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.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

=====

TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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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:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the service (solely determined by the Government).
3. The Government has funds 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".

=====

AWARD TERM PLAN

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

a. Evaluation Criteria. The evaluation criteria (as specified on the Seaport-e website) are as follows:

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

- Comments

b. Ratings. The ratings used are:

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

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 34 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- “5” = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to receive 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 in paragraph (e) below.

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

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

(2) Performance Monitors. Performance monitors continually monitors 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 or verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is normally the contract specialist administering the task order. That individual will reconcile any disagreements between the Assessing Official and the contractor and will finalize ratings and close reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (e.g. end of sixth month for a 12 month period 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, close the report and prepare the modification for the Contracting Officer to place the next award term. If the contractor does not concur with ratings, the Assessing Official will forward the report to the Reviewing Official who will reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. The Reviewing Official will prepare and submit the modification and a copy of the closed report to the Contracting Officer. 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 Determination. The contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to be eligible to have the task order extended. The Contracting Officer will review the closed report to determine if the award term has been earned and issue the appropriate unilateral contract modification. The award term is subject to cancellation 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 plan at any time. However, if either party desires a change and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 35 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPO) (DOD 5220.22-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.

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.

MANDATORY REQUIREMENTS:

Facility Security Classification per the DD Form 254 listed in Section J.

In accordance with the proposal received from Triton and specifically the email from Triton dated 6 February 2008, the following rates have been capped: Fringe, Overhead, G&A, Sub-Contractor Handling, and Escalation for Prime contractor and Sub-Contractors and Consultants. These caps apply to the base year and all out years. The specific percentages shall become part of the official contract file and shall be forwarded by letter to the Administrative Contracting Office. These caps represent the maximum rates allowable. The contractor shall be reimbursed all allowable and allocable costs up to the capped rates. Triton has agreed to absorb all costs above the stated capped rates.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Applicable clauses are contained in the basic contract.

52.222-2 -- Payment for Overtime Premiums.

Payment for 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 approval of overtime would affect the performance or payments in connection 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.

CONTRACT NO. N00178-05-D-4634	DELIVERY ORDER NO. HR02	AMENDMENT/MODIFICATION NO. 32	PAGE 37 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

J.1 Deleted

J.2 Contract Data Requirments List (CDRL) 5/30/07, 3 pages

J.3 DD 254 2/15/08, 4 pages

J.4 Deleted

J.5 Deleted

J.6 Deleted