

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 33	3. EFFECTIVE DATE 27-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 [REDACTED]	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		CODE S1103A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Jacobs Technologies, 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-HR03
		10B. DATED (SEE ITEM 13) 15-Dec-2006
CAGE CODE 07486	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	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 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 13-Mar-2012	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 16-Mar-2012

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GENERAL INFORMATION

The purpose of this modification is to is to 1) de-obligate funding on Slin 400101 and 2) de-obligate funding on Slin 600101.

1) De-obligate funding on Slin 400107 from [REDACTED] by [REDACTED]. The total on this Slin is now [REDACTED].

2) De-obligate funding on Slin 600101 from [REDACTED] by [REDACTED]. The total on this Slin is now [REDACTED].

The total amount of this de-obligation is [REDACTED] as shown on the table below.

Accordingly, said Task Order is modified as follows:

	From	By	To
Funded Cost	[REDACTED]		
Fixed Fee	[REDACTED]	[REDACTED]	
ODC's	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]		

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400107	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
600101	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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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	TERM FORM TASK ORDER - SEE FAR 16.30(d)(2). Provide services for Support to the Landing Craft, Air Cushion (LCAC) In Service Engineering Agency's (ISEA) Fleet Support Project per the attached Statement of Work, DD254 and Contract Data Requirements List, DD1423. (O&MN,N)					
100001	PR# 63468323 ACRN:AA Incremental funding (O&MN,N)					
100002	PR# 62695420 ACRN:AB Incremental funding (O&MN,N)					
100003	PR# 70083281 ACRN:AC Incremental funding (O&MN,N)					
100004	PR# 70642001 ACRN: AD -0- Deobligation of funds (O&MN,N)					
100005	PR# 70642007 ACRN: AE -0-Deobligation of funds (O&MN,N)					
100006	PR# 71351377 ACRN: AA Incremental funding (O&MN,N)					
100007	PR# 83290901 ACRN: AP Incremental					

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funding
RCP NO:
N0002409WX10122
(O&MN,N)

- 1001 TERM FORM TASK [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
ORDER - SEE FAR
16.30(d)(2).
Provide services
for Support to
the Landing
Craft, Air
Cushion (LCAC) In
Service
Engineering
Agency's (ISEA)
Fleet Support
Project per the
attached
Statement of
Work, DD254 and
Contract Data
Requirements
List, DD1423.
(O&MN,N)
- 100101 Incrementally
Funded PR#
72565084 [REDACTED]
ACRN:AF (O&MN,N)
- 100102 Incrementally
Funded PR#
72565044 [REDACTED]
ACRN:AG (O&MN,N)
- 100103 Incrementally
Funded
PR# 73316236
ACRN:AJ (O&MN,N)
- 100104 Incrementally
Funded
PR# 73512362
ACRN:AK (O&MN,N)
- 100105 Incrementally
Funded
PR# 73512347
ACRN:AL (O&MN,N)
- 100106 Incrementally
Funded
PR# 80995600
ACRN:AM (O&MN,N)
- 100107 Incrementally
Funded
PR# 81644363
ACRN:AM (O&MN,N)
- 100108 Incrementally
Funded
PR# 81706221

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ACRN: AN (O&MN,N)

100109 Incrementally
Funded
PR# 82183344
ACRN: AM (O&MN,N)

1002 TERM FORM TASK [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
ORDER - SEE FAR
16.30(d)(2).
Provide services
for Support to
the Landing
Craft, Air
Cushion (LCAC) In
Service
Engineering
Agency's (ISEA)
Fleet Support
Project per the
attached
Statement of
Work, DD254 and
Contract Data
Requirements
List, DD1423.
(O&MN,N)

100201 Incremental
Funding ACRN:
AM
PR 82632514
(O&MN,N)

100202 Incremental
Funding PR
91103342
[REDACTED]
(O&MN,N)

100203 Incremental
Funding PR
91103344
[REDACTED]
(O&MN,N)

100204 Incremental
Funding PR
91602228 for
[REDACTED]
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Costs required to perform effort under CLIN 1000 (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]

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300001 Incrementally
Funded ACRN AA
PR# 70526561
\$20,000 (O&MN,N)

300002 Incrementally
Funded ACRN AM
PR#81644589
\$7,269 (O&MN,N)

3001 Other Direct ■ ■ ■
Costs required to
perform effort
under CLIN 1001
(O&MN,N)

300101 Incrementally
funded ACRN:AH
PR# 73234506
(O&MN,N)

300102 Incrementally
funded ACRN:AM
PR# 80995889
(O&MN,N)

300103 Incrementally
Funded
PR# 88164442
ACRN:AM (O&MN,N)

300104 Incrementally
Funded
PR# 81706247
ACRN:AN (O&MN,N)

300105 Incrementally
Funded
PR# 82183381
ACRN:AM (O&MN,N)

3002 Other Direct ■ ■ ■
Costs required to
perform effort
under CLIN 1002
(O&MN,N)

300201 Incremental
Funding ACRN:
AM
PR 82632523
(O&MN,N)

300202 Incremental
Funding 9071-6018
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	TERM FORM TASK	■	■	■	■	■

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ORDER - SEE FAR
16.30(d)(2).
Provide services
for Support to
the Landing
Craft, Air
Cushion (LCAC) In
Service
Engineering
Agency's (ISEA)
Fleet Support
Project per the
attached
Statement of
Work, DD254 and
Contract Data
Requirements
List, DD1423.
(O&MN,N)

400001 Incrementally
funded PR
92221872
[REDACTED]
(O&MN,N)

400002 Incrementally
Funded PR
00603897
[REDACTED]
(O&MN,N)

400003 Incrementally
Funded PR
00826429
[REDACTED]
(O&MN,N)

400004 Incrementally
Funded PR
00826430
[REDACTED]
(O&MN,N)

4001 TERM FORM TASK [REDACTED] [REDACTED] [REDACTED] [REDACTED]
ORDER - SEE FAR
16.30(d)(2).
Provide services
for Support to
the Landing
Craft, Air
Cushion (LCAC) In
Service
Engineering
Agency's (ISEA)
Fleet Support
Project per the
attached
Statement of
Work, DD254 and
Contract Data
Requirements
List, DD1423.
(O&MN,N)

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400101 Incrementally
Fund PR 01535592
[REDACTED]
(O&MN,N)

400102 Incrementally
Fund PR 01535599
[REDACTED]
(O&MN,N)

400103 Incrementally
Fund PR 01535600
[REDACTED]
(O&MN,N)

400104 Incrementally
Funded
PR 02520456
[REDACTED]
(O&MN,N)

400105 Incrementally
Funded
PR 10315101
[REDACTED]
(O&MN,N)

400106 Incrementally
Funded
PR 11866777
[REDACTED]
(O&MN,N)

400107 Incrementally
Funded
PR 12415908-5001
[REDACTED]
(O&MN,N)

400108

400109

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs required to perform effort under CLIN 4000 (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
600001	Incremental Funding in the amount of [REDACTED] PR 91602231 (O&MN,N)			
6001	Other Direct Costs required to	[REDACTED]	[REDACTED]	[REDACTED]

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perform effort
under CLIN 4001
(O&MN,N)

600101 Incrementally
Funded
PR 02520459
[REDACTED]
(O&MN,N)

600102

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

26 September 2006

STATEMENT OF WORK FOR SUPPORT TO THE LANDING CRAFT, AIR CUSHION (LCAC)

IN SERVICE ENGINEERING AGENCY'S (ISEA) FLEET SUPPORT PROJECT

1.0 SCOPE

The Naval Surface Warfare Center, Panama City (NSWC PC) is the In-Service Engineering Agent (ISEA) in support of the Landing Craft, Air Cushioned (LCAC) program. The NSWC PC ISEA Fleet Support project provides support in all aspects of the LCAC program. One main focus for this contract is to provide the ISEA and Assault Craft Units (ACUs) with problem and corrective action reporting focal points. Another is to assist in providing accurate Reliability Maintainability data and assist management of assets based on that data. In addition, a surge engineering capability is needed. Problem areas include, but are not limited to, those requiring in-service engineering liaison, life cycle sustainment, alterations, fleet level operations, and maintenance.

1.1 PURPOSE

The Government requires Subject Matter Experts (SME) with in-depth knowledge of LCAC configurations and processes to continue program support. The contractor must have thorough knowledge of LCAC systems and maintenance support; as well as ISEA engineering, ACU, and Program Office processes, policies and procedures. This Statement of Work (SOW) describes the requirements to be provided by the contractor in delivery of services to adequately support sustainment of both legacy and modernization systems, including development of support to new equipment being introduced into the LCAC program, with its related technical documentation and administrative requirements. Services include technical research, problem investigation and reporting, development of corrective action recommendations, and providing engineering liaison to the appropriate agency or ISEA office; as well as providing tracking/logging, formal and informal briefings, and instruction for both the problem and necessary corrective actions.

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 conflict 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 references) shall be for guidance only.

2.1 MILITARY SPECIFICATIONS

a. DOD-D-1000B Drawings, Engineering and Associated Lists

2.2 MILITARY STANDARDS

a. DOD-STD-100E Engineering Drawing Practices

2.3 OTHER DOCUMENTS

a. NAVSEA Technical Manual S9LCA-AA-SSM-010; Safe Engineering and Operations Manual for Landing Craft, Air Cushion (latest revision).

b. LCAC drawings and technical manuals

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- c. LCAC Liaison Action Requests (LARs).
- d. LCAC Craft Alteration Records
- e. LCAC Alterations Equivalent to Repair
- f. LCAC Life Cycle Configuration Management Plan
- g. LCAC Class Maintenance Plan
- h. LCAC User's Logistics support Summary (ULSS)

3.0 REQUIREMENTS

There are five specific areas of ISEA Fleet Support project requirements. Overall objectives are for the development and sustainment of support to the LCAC operating fleet. Technical support problems in operations and maintainability may be the result of direction from the LCAC program office, NSWC PC's own analysis, or feedbacks generated by actual fleet operating units. Individual assignments include the assessment and reporting of supportability areas for impact, correction of associated problems, and the development of support products for both legacy products and for systems under development in support to the LCAC Service Life Extension Program (SLEP).

3.1 TASK 1. The Contractor shall provide a Landing Craft Air Cushion (LCAC) related, highly experienced, U.S. Navy trained, Hull, Mechanical, and Electrical (HM&E) systems technical specialist / technician, to serve as the Naval Surface Warfare Center - Panama City (NSWC-PC) LCAC In Service Engineering Agency's (ISEA) Fleet Support Office HM&E OSR at ACU-4, Naval Amphibious Base, Little Creek, VA. This person will be providing on-the-spot NSWC-PC LCAC ISEA engineering liaison and technical support to ACU-4 in the daily operations, maintenance and repair of LCAC. The OSR will assist ACU-4 in troubleshooting, maintenance and repair to LCAC HM&E systems, as well as technical problem investigation reports to the ISEA and advisements to PMS377 Program Office. The OSR must possess a strong LCAC hull and mechanical systems maintenance background; be skilled in those associated processes, and have a good working knowledge of LCAC operational requirements. Any candidate must be agreeable to both the ACU and to NSWC PC.

3.2 TASK 2. The Contractor shall provide a Landing Craft Air Cushion (LCAC) related, highly experienced, U.S. Navy trained, Command, Control, Computer, Communications and Navigational (C4N) systems technical specialist / technician, to serve as the Naval Surface Warfare Center - Panama City (NSWC-PC) LCAC In Service Engineering Agency's (ISEA) Fleet Support Office C4N OSR at ACU-4, Naval Amphibious Base, Little Creek, VA. This person will be providing on-the-spot NSWC-PC LCAC ISEA engineering liaison and technical support to ACU-4 in the daily operations, maintenance and repair of LCAC. The OSR will assist ACU-4 in troubleshooting, maintenance and repair to LCAC C4N systems, as well as technical problem investigation reports to the ISEA and advisements to PMS377 Program Office. The OSR must possess a strong LCAC electronic systems maintenance background; be skilled in those associated processes, and have a good working knowledge of LCAC operational requirements. Any candidate must be agreeable to both the ACU and to NSWC PC.

3.3 TASK 3. The Contractor shall provide a Landing Craft Air Cushion (LCAC) related, highly experienced, U.S. Navy trained, Reliability and Maintainability (R&M) technical specialist / technician, to serve as the Naval Surface Warfare Center - Panama City (NSWC-PC) LCAC In Service Engineering Agency's (ISEA) Fleet Support Office R&M OSR at ACU-4, Naval Amphibious Base, Little Creek, VA. This person will work closely with the ACU-4 3M Systems Coordinator and all users to assist the ACU and provide on-the-spot NSWC-PC LCAC ISEA R&M liaison and technical support within the maintenance data collection areas during daily operations of LCAC. The OSR will assist ACU-4 in all aspects related to the use of the US Navy Maintenance, Material, Management (3M) system. Typical support may include assisting the ACU in accurate recording and reporting of all maintenance actions; recording and reporting operational hours and material usage data; identifying locations and operational time of critical time phased maintenance equipments such as engines and propeller assemblies; collection of materials usage data; assisting in the completion, editing and proofing of maintenance records (2-Kilos); logging and reporting craft operational hours; documenting time phased maintenance critical equipment; providing assistance with tracking replacement schedules for time phased maintenance critical equipment; logging and reporting craft configuration changes to include Craft Alteration installations; performing research

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on maintenance activities; and providing periodic reports of ongoing R&M issues. Any candidate must also be agreeable to the ACU and to NSWC PC.

3.4 TASK 4. The Contractor shall provide a Landing Craft Air Cushion (LCAC) related, highly experienced, U.S. Navy trained, Reliability and Maintainability (R&M) technical specialist / technician, to serve as the Naval Surface Warfare Center - Panama City (NSWC-PC) LCAC In Service Engineering Agency's (ISEA) Fleet Support Office R&M OSR at ACU-5, Camp Pendleton, CA. This person will work closely with the ACU-5 3M Systems Coordinator and all users to assist the ACU and provide on-the-spot NSWC-PC LCAC ISEA R&M liaison and technical support within the maintenance data collection areas during daily operations of LCAC. The OSR will assist ACU-5 in all aspects related to the use of the US Navy Maintenance, Material, Management (3M) system. Typical support may include assisting the ACU in accurate recording and reporting of all maintenance actions; recording and reporting operational hours and material usage data; identifying locations and operational time of critical time phased maintenance equipments such as engines and propeller assemblies; collection of materials usage data; assisting in the completion, editing and proofing of maintenance records (2-Kilos); logging and reporting craft operational hours; documenting time phased maintenance critical equipment; providing assistance with tracking replacement schedules for time phased maintenance critical equipment; logging and reporting craft configuration changes to include Craft Alteration installations; performing research on maintenance activities; and providing periodic reports of ongoing R&M issues. Any candidate must also be agreeable to the ACU.

3.5 TASK 5. Provide for other on-call, on-going, and emergent engineering support services for the LCAC ISEA at NSWC-PC, as a level of effort task to be more fully defined as the need develops. This task may include technical support for Foreign Military Sales (FMS) Cases and Work With Private Parties (WWPP) agreements. Examples include support for:

- a) Surge and on-going augment capability for various on-going ISEA engineering tasks at NSWC-PC; for example, examining the requirements for Seabase to Shore Connectors such as the Joint Maritime Assault Connector (JMAC) and T-craft programs
- b) Surge capability in support of various field-efforts; such as Alteration Installation Teams (AITs), emergent repairs, and tests support
- c) Specialty technical analysis requests, for example, assist on-going testing
- d) The Korean LSF-II Hovercraft development
- e) The Japanese Hovercraft program

Any candidates must also be agreeable to NSWC PC.

3.6 TRAVEL

Travel will be required in SOW paragraph 3. items. All travel plans are tentative and will require Government approval prior to confirming travel plans. Anticipated FY07 travel requirements are listed below. Additional requirements will be tasked and funded separately.

TASK 1 & 2 OSRs will require travel to attend various LCAC Program meetings and technical reviews, including, but not limited to, meetings at Panama City, FL, Philadelphia, PA, Washington, DC and Boston, MA. Additional travel may be required to support overseas-deployed LCAC. Overseas travel on short notice may be required to the Mediterranean Sea or Persian Gulf area.

Three trips for 2-persons, for approximately 4 days duration each trip, are anticipated to support meetings and one trip for 1-person for approximately 12 days duration is anticipated to support CONUS and Overseas repairs.

TASK 3 & 4 OSRs will require travel to attend various LCAC Program meetings and technical reviews, including, but not limited to, meetings at Panama City, FL, Philadelphia, PA, Washington, DC and Boston, MA. Three trips for 2-persons, for approximately 4 days duration, each trip, are anticipated to support meetings.

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TASK 5 On-call Engineering Support travel will be tasked separately as it arises.

GOVERNMENT FURNISHED INFORMATION

NSWC PC will provide access to the following information as appropriate and as required for the individual tasking. The contractor shall return all GFI to NSWC-PC upon completion of the delivery order.

MILITARY SPECIFICATIONS

- a) NAVSEA Technical Manual S9LCA-AA-SSM-010; Safe Engineering and Operations Manual for Landing Craft, Air Cushion (latest revision)
- b) LCAC drawings and technical manuals
- c) LCAC Liaison Action Requests (LARs)
- d) LCAC Craft Alteration Records
- e) LCAC Alterations Equivalent to Repair
- f) LCAC Life Cycle Configuration Management Plan, dated January 2006
- g) LCAC Class Maintenance Plan, dated May 2000

The above-mentioned GFI does not include sensitive information relative to financial planning and other fiscal or budget data, procurement planning or the existence and nature of future requirements, or include information bearing on administration of existing contracts. A box labeled ADMAC will be located in building 371, room 19 for the exchange of aforementioned documents.

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. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be in accordance with Section F of the Task Order.

7.0 SECURITY

Many of the efforts performed under this task order will require access to or generation of classified material up to the SECRET level. All OSRs shall be cleared to SECRET.

8.0 DISTRIBUTION LIMITATION

Technical documents generated under this delivery order shall carry the following distribution limitation statement on the cover and title page (if any) of the document:

DISTRIBUTION AUTHORIZED TO GOVERNMENT AGENCIES ONLY; ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, COASTSYSTA, PANAMA CITY, FL 32407-7001.

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DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD

5220.22M, 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 markings 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 or 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 to any person or 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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SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SHIP TO ADDRESS

N61331

NSWC Panama City

C/O NSA PC - N61008

101 Vernon Ave

Panama City Beach FL 32407-7001

FOB: Destination

PERIOD OF PERFORMANCE

The period of performance for this task order is currently 15 Dec 06 to 31 Dec 2011 (Base period plus Award Terms 01 and 04)

Each award term period, which, if awarded, extends the period of performance by 12 months. Award term periods are extended on the basis of a satisfactory or better performance rating IAW the Award Term Clause and Plan in Section H of this task order.

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SECTION G CONTRACT ADMINISTRATION DATA

1. The Contract Specialist is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. The Task Order Manager is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. INVOICING INSTRUCTIONS

The contractor shall submit invoices as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in block 12 of this order, using Wide Area Work Flow (WAWF) or other DFAS approved electronic system. A hard copy or e-mail copy of all invoices must be provided to the Task Order Manager and Contract Specialist identified in Section G.

	From	By	To
Funded Cost	[REDACTED]		
Fixed Fee	[REDACTED]	[REDACTED]	[REDACTED]
ODC's	[REDACTED]	[REDACTED]	
Total	[REDACTED]		

This Task Order is incrementally funded and FAR Clause 52.232-22 (June 2007)" is applicable and effect. The amount of funding [REDACTED] includes a Fixed Fee of [REDACTED], is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of [REDACTED] shall not be

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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 cost 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.

Accounting Data

SLINID	PR Number	Amount
100001	63468323	[REDACTED]
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312		
100002	62695420	[REDACTED]
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0601T01		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

100003	70083281	[REDACTED]
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701131		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

300001	70526561	[REDACTED]
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312		

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

100004	70642001	[REDACTED]
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31AGA0702101		

100005	70642007	[REDACTED]
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9V0702401		

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

100004	70642001	[REDACTED]
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31AGA0702101		

100005	70642007	[REDACTED]
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9V0702401		

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MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

100006 71351377 [REDACTED]
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0701312

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

100101 72565084 [REDACTED]
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702321

100102 72565044 [REDACTED]
LLA :
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0602T17

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

300101 73234506 [REDACTED]
LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801112

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

100103 73316236 [REDACTED]
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E3908A6107

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

100104 73512362 [REDACTED]
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABA0801211

100105 73512347 [REDACTED]
LLA :
AL 1771811 1576 253 WA377 0 068342 2D 000000 408028000000
RCP: N0002407WX240287
RCP ACRN: AA

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

100106 80995600 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

300102 80995889 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

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MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

100107 81644363 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

300002 81644589 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

300103 81644442 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

100108 81706221 [REDACTED]
LLA :
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411

300104 81706247 [REDACTED]
LLA :
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

100109 82183344 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

300105 82183381 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

100201 82632514 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

300201 82632523 [REDACTED]
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABA0801211

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18

100007 83290901 [REDACTED]
LLA :
AP 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
RCP DOC NO. N0002409WX10122

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

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300202 90716018 [REDACTED]
 LLA :
 AQ 97X4930 NH1D 000 77777 0 061331 2F 00000 31AAH09ABGT1

MOD 19 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 20

100202 91103342 [REDACTED]
 LLA :
 AR 1791804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10 RCP: N0002409WX00108 ACRN: A
 A

100203 91103344 [REDACTED]
 LLA :
 AR 1791804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10 RCP: N0002409WX00108 ACRN: A
 A

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

100204 91602228 [REDACTED]
 LLA :
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABG0906501

MOD 21 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 22

600001 91602231 [REDACTED]
 LLA :
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABG0906501

MOD 22 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 23

400001 92221872 [REDACTED]
 LLA :
 AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABG0906322

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24

400002 00603897 [REDACTED]
 LLA :
 AU 1701319 17HD 253 SASHP 0 068342 2D 005120 322310000010 RCP: N0002410WX10132
 ACRN: AA

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25

400003 00826429 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

400004 00826430 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

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MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

400101 01535592 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

400102 01535599 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

400103 01535600 [REDACTED]
 LLA :
 AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABG1006361

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 28

400104 02520456 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

600101 02520459 [REDACTED]
 LLA :
 AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
 AA

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 29

400105 10315101 [REDACTED]
 LLA :
 AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD1131091

MOD 29 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 30

400106 11866777 [REDACTED]
 LLA :
 AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31RAD1131091

MOD 30 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 31

400107 12415908-5001 [REDACTED]
 LLA :
 AY 1711804 8C6C 252 SH377 0 050120 2D 000000 A20000845517 RCP: N0002411RX02859 A
 CRN: AC

MOD 31 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 32 Funding [REDACTED]

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Cumulative Funding [REDACTED]

MOD 33

400107 12415908-5001 [REDACTED]

LLA :

AY 1711804 8C6C 252 SH377 0 050120 2D 000000 A20000845517 RCP: N0002411RX02859 A
CRN: AC

600101 02520459 [REDACTED]

LLA :

AV 1701804 8C6C 253 SASHP 0 068342 2D 000000 16C91SWE0910 RCP: N0002410WX00108 ACRN:
AA

MOD 33 Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 30 September 2011.

(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

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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.

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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 15,420 per year 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 [OFFEROR TO FILL IN (no. of hour)] 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

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(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 297 man hours 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:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract

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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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TECHNICAL GUIDANCE

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

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

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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 performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative 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 are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings

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

f. End-of-Period Evaluations. No later than 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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NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment No 1 involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

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

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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SECTION I CONTRACT CLAUSES

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

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

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(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Final DD254 dated 12/13/06

CDRL

TI-1001-01 dated 21 Sep 07