

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 04-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. N00024-10-MR-55337		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 thomas.p.teague@navy.mil 202-781-2984	CODE N00024	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) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-EH03
CAGE CODE 8X463	FACILITY CODE 112373324
10B. DATED (SEE ITEM 13) 22-Sep-2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lindsay A Buchman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Lindsay A Buchman (Signature of Contracting Officer)	16C. DATE SIGNED 04-Feb-2010
(Signature of person authorized to sign)			

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(1) Organization:

Fee Determining Official (FDO): PMS 501 (or designee)

Award Fee Review Board (AFRB):

Chairman: PMS 501 (or designee)

Contracting Officer: SEA 02653 (or other Government contracting representative)

Performance Monitors: As designated by the Government in Technical Instructions

Legal Advisor: SEA 00L representative

Member: Other members as designated by the Government

(2) Responsibilities:

- Fee Determining Official (FDO):

- Approves the membership of the AFRB

- Reviews recommendations of the AFRB and determines the amount of award fee earned and payable to the contractor for each evaluation period. The FDO may accept, modify, or amend the AFRB recommendation and the award fee. When the FDO determines a fee other than that recommended by the AFRB, a written rationale will be provided for the record.

- Provides written notification to the Contracting Officer within 60 calendar days of the end of the award fee evaluation period and upon determination of the award fee amount to authorize issuance of a unilateral modification setting forth the specified award fee.

- Provides an award fee authorization letter to the contractor when authorized by the Contracting Officer. A summary evaluation, including the rating assigned to each evaluation area will be included as an attachment.

- Discusses evaluation findings with the contractor, as necessary.

- Award Fee Review Board (AFRB):

- Collects and reviews reported metrics from performance monitors and compiles a recommended rating for each evaluation factor and provides a summary evaluation to the FDO.

- Completes the summary evaluation within 60 days after the evaluation period ends.

- Contracting Officer:

- Issues a unilateral modification to the Task Order to authorize payment of the award fee within 15 calendar days of receipt of the written notification from the FDO.

- Reviews the award fee documentation and advises the FDO as to when the unilateral Task Order modification to authorize payment of performance incentive fee may be executed.

(3) Award Fee Determination Procedures

(a) Within 30 days after the close of a rating period, the contractor shall furnish to the AFRB such information as may be required including a certified statement of costs to assist the AFRB in evaluating the contractor's performance.

(b) The AFRB may consider reports, both oral and written, from all interested parties. Within 5 working days after the award fee meeting the AFRB shall arrive at a consensus on the performance rating and advise the FDO of its recommendation including reasons, rationale and justifications therefore.

(c) Within 10 days the FDO shall provide the PCO a final performance evaluation and determination of award fee for the Task Order. The FDO or his duly authorized representative shall notify the contractor, via electronic mail, of the award fee determination at the same time that the award fee determination is provided to the PCO.

(d) The contractor, by written notice or electronic mail to the PCO within 5 days after receipt of the notification, may request reconsideration of the FDO's award fee determination. The Contractor's request shall include written comments on the valuation findings and conclusions, and the Contractor's opinion of its accomplishments in relation to the applicable evaluation criteria. If the contractor fails to include written comments with his request for reconsideration the Government will not reconsider the award fee determination

(e) Within 30 days the PCO shall issue a unilateral modification to the Task Order to provide for the award fee earned.

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(4) Finality of the Fee Determining Official's Decision

Determinations of the FDO with respect to the amount of award fee to be paid to the contractor are final and shall not be subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1). Any changes to the award fee determination will be made at the sole discretion of the Government. Changes, if any, to the award fee determination will be documented but such changes are not open to debate or negotiation.

(5) Evaluation Categories and Contributing Award Fee Factors

Upon completion of the work, the AFRB will consider the Contractor's performance with respect to each of the categories listed in subparagraphs 5.1 – 5.3 below. The percentages shown indicate the relative weights assigned to each award fee evaluation category. However, the Government reserves the right to adjust the following evaluation plan by unilateral contract modification.

Three award fee evaluation categories will be used to assess contractor performance and determine award fee under this Task Order. These categories are Quality of Performance, Timeliness of Performance and Cost Performance. While Quality and Timeliness are critical to successful contractor performance, the Government also considers cost to be of significant importance. Therefore, Cost Performance will be evaluated separately. The award fee determination will be calculated as described/shown in paragraph (6) below. Category One: Quality of Performance – 50%

Definition: Quality of Performance is characterized by the overall degree of excellence and superiority of the contractor's management, planning, personnel, small business utilization, subcontractors/vendors, safety, inter-organizational and intra-organizational communication, and data/report submissions. The contractor is expected to provide quality services applying effective and efficient use of resources and available technologies to complete task objectives. Operational efficiency and program support planning for tasks are valued characteristics of quality performance. Well trained and capable contractor interface with PEO SHIPS representatives/personnel will be a positive factor.

Consideration: To the degree that the contractors' planning, resources, communications, and overall efforts result in effective, efficient and successful completion of delivery order objectives, the award fee will be greater. The converse is also true. Skillful program planning and management support efforts are also expected. To the degree that creative and innovative contractor solutions result in effective, efficient and safe execution of delivery order objectives/completion, award fee will be greater. The converse is also true. The contractor's ability to anticipate, avoid and prepare for likely as well as unforeseen problems is valued. To the degree that factors beyond the contractor's control prohibit or interfere with successful completion of task objectives, award fee will not be adversely impacted. However, the Government will consider how well the contractor is able to effectively and efficiently overcome/workaround factors beyond his control.

Category Two: Timeliness of Performance – 40%

Definition: Timeliness of performance is characterized by the overall degree of excellence and superiority the contractor demonstrates in obtaining in-house and subcontractor resources, mobility/demobilizing resources, establishing and meeting realistic schedules, recovering from missed events and deadlines, and communication with PEO SHIPS representative(s). The contractor is expected to provide timely services which result in successful completion of objectives. Efficient use of resources and the contractor's overall ability to complete objectives/goals within schedule are valued characteristics of timely performance. Well-managed, capable, cost effective and efficient subcontractors/vendors will be a positive factor. Scheduling creativity leading to maximum efficiency and cost savings will be a positive factor.

Consideration: To the degree that the contractor's planning, resources, communications and overall efforts result in effective, efficient and successful completion of delivery order objectives, the award fee will be greater. The converse is also true. Skillful program planning and management that minimizes the impact of missed milestones and allows for efficient and effective recovery leading to successful completion of delivery order objectives are also expected. Effective and timely communication with PEO SHIPS Representative(s) on delivery order progress and immediate identification of problems are of major importance. To the degree that the contractor's efforts result in effective, efficient, timely and safe execution of delivery order objectives/completion, award fee will be greater. The converse is also true. The contractor's ability to procure/subcontract necessary resources in a timely and efficient manner is of major importance. To the degree that factors beyond the contractor's control prohibit or interfere with successful completion of task objectives, award fee will not be adversely impacted. However, Government will consider how well the contractor is able to effectively and efficiently overcome/workaround factors beyond his control.

Category Three: Cost Performance

Definition: Of major importance in evaluating contractor cost performance will be whether actual cost experience, together with realistic cost projections, indicates that the contractor will be under, at, or over estimated costs. The contractor's cost planning and timely and accurate reporting of costs shall be considered. Contractor efforts in achieving competitive and best commercial pricing are of major importance. The contractor's ability to demonstrate that equipment and other resource pricing are consistent with that afforded to best commercial customers will be a positive factor.

Consideration: Cost performance shall be judged primarily against the contractor's realistic cost performance projections and deviations from plans. To the degree that the contractor notifies PEO SHIPS Representative(s) of deviations (i.e. cost increases, cost decreases, etc.) from cost estimates/projections in a timely manner, award fee will be greater. The converse is also true. Clarity, accuracy and relativity of cost reporting shall reflect positively on assessment of contractor cost performance. Increases or decreases in cost expenditures that are the result of

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Government action(s) shall not be negatively credited to the contractor's performance. To the degree that contractor is able to demonstrate that best efforts are made to ensure best possible pricing on subcontracts and/or other procurements, award fee will be greater. The converse is also true. The degree that costs for equipment and other resources are inconsistent will negatively affect award fee.

(6) Evaluation Periods

Performance Ratings will be conducted in accordance with the schedule below

<u>Evaluation Period</u>	<u>Start Date</u>	<u>End Date</u>
1	Upon Award of Task Order	12 Months After Award
2	Upon Award of Option Year 1	12 Months After Award
3	Upon Award of Award Term 1	12 Months After Award
4	Upon Award of Award Term 2	12 Months After Award
5	Upon Award of Award Term 3	12 Months After Award

**Note: The above table will be updated with actual start/end dates upon Task Order Award.*

(7) Ratings. In evaluating Contractor performance for this Award Fee, the following ratings shall be used to determine the percentage of fee payable:

Rating	Performance Rating	Definition of Rating
Outstanding	91-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.
Excellent	81-90	Very effective performance, fully responsive to Task Order; Task Order requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.
Good	71-80	Effective performance; fully responsive to Task Order; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.
Satisfactory	61-70	Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial, effects on overall performance. No deficiencies in any area.
Unsatisfactory	60 and Below	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

*A performance rating of 60 or below is deemed unsatisfactory. The contractor shall not be entitled to an award fee for a rating of 60 or below.

(8) Calculation of Award Fee

Award Fee Earned = (Rating/100)*Award Fee Pool

(9) Maximum Award Fee

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- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

INTRODUCTION:

The mission of PMS 501 is to develop, design, build, outfit and test the Littoral Combat Ship (LCS) and integrate and test these seaframes with the LCS Mission Packages. The LCS Acquisition Strategy is currently structured in at least three Flights. Flight 0 consists of the procurement of LCS-1 and LCS-2 and comprises two different hull types and materials, plus at least three different Mission Packages. The Flight 0 LCS-1 and LCS-2 are presently completing construction by industry teams led by Lockheed Martin and General Dynamics and will initiate extensive Post Delivery and Testing in FY09. Flight 0+ of the LCS is scheduled to begin in early FY09 with the award of LCS 3 and LCS 4, with three additional ships anticipated to be awarded in FY10. In FY11, additional LCS seaframes will be awarded according to a to-be-determined acquisition strategy, which will be developed in FY09 and FY10. This solicitation requires professional services to support the LCS program office in executing its responsibility to satisfy current and future Navy needs for the Littoral Combat Ship.

SCOPE:

- 1.0 Program Management
- 2.0 Business and Financial Management Planning and Execution
- 3.0 Systems Engineering
- 4.0 Production Planning and Production Engineering
- 5.0 Test and Evaluation (T&E) Engineering
- 6.0 Life Cycle Engineering and Support (LCE&S)/Fleet Introduction and Operational Readiness
- 7.0 Manning Personnel & Training (MPT) / Human Systems Integration (HSI) Analysis & Engineering
- 8.0 LCS Configuration and Data Management Engineering
- 9.0 LCS Combat Systems Development

BACKGROUND:

This solicitation seeks a contractor or contractors capable of providing expertise in the areas listed above to assist PMS 501 in accomplishing its mission and objectives. These tasks shall be primarily executed in the Washington Metro area, with additional work being performed in Marinette WI, and Mobile, AL and other locations as yet to be determined pending award of Flight 0+ and Flight 1 seaframes.

Offeror(s) shall provide an adaptable, flexible team structure that maximizes productivity, efficiency, and accountability within the funds provided by the Government. The successful offeror(s) must execute the scope of work in a manner that provides for high quality, timely and well-integrated services which incorporate the proper mix and demonstrate the most effective use of personnel.

The statement of work (SOW) defines support areas relevant to the Littoral Combat Ship (LCS). Support areas include, but are not limited to, Program Planning and Management, Business and Financial Management Planning and Execution, Systems Engineering, Test

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and Evaluation Engineering, Life Cycle Engineering and Support, MPT/HSI Analysis and Engineering, Configuration and Data Management Engineering, and Combat Systems Development.

1.0 PROGRAM MANAGEMENT

1.1 Program Management Support. Provide executive, analytical, management and administrative support including, but not limited to: coordination of management office operations including management of records, schedules and correspondence; analytical support; deliverables tracking; task management; and assistance in the development of milestones and objectives for the Program Office. Support the development and “configuration management” of the overall LCS Program plan, approach and objectives by supporting the development and maintenance of LCS program briefings, including briefings for OPNAV, ASN, SECNAV, OSD AT&L, Congressional Committees, etc.

1.2 Program Planning. Provide programmatic support for PMS 501 goals, objectives and acquisition strategies, and for the potential of foreign military sales of LCS seaframes. Assist in developing required plans, concept papers, white papers and briefings. Provide support for action and milestone planning and tracking, project planning and progress, program metrics establishment and tracking, and participation in designated meetings and milestone reviews.

1.3 Acquisition Management. Provide acquisition management planning and execution support. Assist in acquisition program documentation development, including researching requirements and drafting assigned acquisition documents. Assist in the review of cost, schedule, and performance parameters and compare their current estimate to the Acquisition Program Baseline (APB) during each major PEO SHIPS budget development exercise. Assist in the preparation of Defense Acquisition Executive Summary (DAES) reports, Selected Acquisition Reports (SARs), Program Deviation Reports and Acquisition Program Baseline Change Reports. Assist in the preparation of exception DAES and SAR reports when required. Develop, implement and maintain a process for storage and retrieval of reports and supporting documentation. Support the LCS program office with the coordination of all LCS Milestone B documentation (projected to occur in FY10). Provide acquisition support for the projected FY09 and FY10 seaframe awards by support in FY09 and 10 for the solicitation and selection and the planned FY11 and FY12 ship awards.

1.4 Requirements Development and Support.

1.4.1 Support the LCS sponsor / requirements office (OPNAV N863) with systems engineering and related efforts as required for the development and management of LCS requirements documents (primarily the Capabilities Development Document, CDD) and supporting documentation and studies supporting the LCS budget, including POM/PR issue support and studies. Support the conduct of surface warfare related studies as required. This may include analyses and reports on any of the major warfare areas that support the surface Navy. This could also include, but not be limited to studies related to future force structure for the surface Navy.

1.4.2 Provide dedicated support to OpNav N863L to ensure there is clarity and

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understanding with respect to evolving LCS Flight 0+ seaframe and mission package requirements, the analysis, measures of effectiveness, capability requirements and milestone delivery dates, and overall progress toward delivering following ships and mission packages. Work directly with the LCS Resource Sponsor to provide continuity, insight and direction on all aspects of developing current and future capabilities. Provide support and the required products for special tasking related to the LCS program, and the like. These may include issues related to DoD planning, programming, budgeting and warfare mission area requirements definitions, liaison with the cognizant organizations, stakeholders and coordination with identified points of contact. There may also be general support involving the requirements generation processes, analysis of warfighting capabilities, development of program strategies, and development of plans of actions. Review developing progress, interim results, potential issues and friction points with N863 particularly as they are related to LCS mission requirements, acquisition strategy, and CDD guidance, requirements, and performance attributes. This general support may include the collection and assessment of output data, preparation and presentation of briefings for agreed upon audiences and hosting meetings, as required. Represent N863L at designated meetings to share information, evaluate efforts and provide direction.

1.5 Cost Analyses. Perform a range of cost estimating functions working closely with the NAVSEA technical authority (SEA 05C) for seaframe and mission systems to include but not limited to: Review of industry estimates and assumption methodologies. Review and validate parametric estimating tools and analysis and collection of historical cost data. Provide independent cost estimates for development, construction, operation, and support for both new and existing systems. Assist the Government's monitoring and analysing of contractor cost and schedule performance reports in order to incorporate necessary impacts in the program cost. Includes the development of an independent Estimate At Completion (EAC) as required. Conduct and document risk analyses to provide confidence intervals, overall risk distributions, and determine likelihood of successful execution within budget. Support inquiries, briefings, and meetings in support of NAVSEA, OPNAV, OSD, and Congressional reviews and inquiries. Assist and participate in IBRs, OTBs, OTSs, and other baseline review events as required. Provide support to the program office for planning, managing, conducting and documenting appropriate Earned Value Management Systems reviews, and assist in the resolution of issues or deficiencies cited in the reviews.

1.6 LCS Development and Concept Analysis. Develop strategic, programmatic, and business plans. In development of these plans, conduct analysis of current and proposed business practices, perform organizational assessments, develop improved business processes, and identify and track major technical and programmatic issues. Address strategy development, alternative analyses, and technical and programmatic assessments to support responses to the changing environment and fiscal priorities. Develop and update strategies to support evolving program requirements by collecting and analyzing data, preparing outlines, and assisting in development and preparation of status, information and decision briefings. Assist in development and preparation of issue papers, point papers, presentations and study reports. Research emerging LCS information technologies, and assist the Government in performing verification of requirements, standards, concepts, and technologies for applicability to the LCS and associated PEO SHIPS programs. Develop technical, programmatic, and operational concepts and plans for integrating technologies into the LCS acquisition strategy. Participate in applicable Teams, Working Groups, Advisory Groups, etc. on all aspects of strategic and operational concepts for LCS and its missions. Plans will be consistent with both existing and future

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Joint Interoperability requirements.

1.7 Risks and Opportunities Management. Support the coordination of the LCS risk program, facilitating the LCS risk board meetings and assessments and maintaining an interactive, web-accessible LCS risk database for PMS501 and PMS420. Serve as LCS Risk Coordinator for the LCS Seaframe and Mission Packages. As part of this role, perform a range of risk and opportunities management functions for the LCS Program to include but not limited to: support LCS in the conduct and review of total program risk and opportunities assessments, monitor the LCS industry team risk programs and provide input and recommendations on risk mitigations to the Program Office.

1.8 Certification Management. Manage and coordinate LCS certifications, maintaining a list of all required certifications required for the Fleet introduction of each LCS seaframe with an active accounting of each certification's key attributes and status. Serve as LCS Certification Manager, actively managing these certifications to insure each is accomplished at the appropriate time supporting ship delivery and fielding. Advise the Program Office on any actions needed to be taken supporting certification accomplishment.

1.9 Class Design Services. Support LCS efforts in establishing a contract vehicle for and executing Class Design Services with both industry teams (General Dynamics and Lockheed Martin), including contract management and tracking, deliverables tracking and review.

2.0 BUSINESS AND FINANCIAL MANAGEMENT

2.1 Budget Execution

2.1.1 Budgeting. Provide financial and management support for LCS PMS 501 budget development, execution and reporting, and for the potential of foreign military sales of LCS seaframes. Assist in identification, justification, and defense of the financial resources for both current budgets and out-year forecasts. Assist in gaining acceptance for the LCS five-year plan and assist in preparing budget exhibits and supporting documentation used to defend yearly submissions to FMB and Congress. Assist in the development of budget execution data required for the annual Ship Cost Adjustment (SCA).

2.1.2 Financial Management, Analysis, and Reporting. Provide inputs to and prepare various exhibits, briefings, presentations and funding documents on the yearly execution of the LCS funding, including RDT&E, SCN, and OMN funding. Conduct analyses, report financial risk, and advise the LCS Program Director of strategies to mitigate the impact of financial risks on the program. Assist the program in responding to internal and external inquiries and requests for program information. Assist in the preparation of funding execution documents, track and analyze program financial transactions, and assist in the development of obligation phasing plans. Document financial status weekly for the program. Provide financial status reports and assessments to identify program financial resources and shortfalls, assist in data accumulation, and analysis and assist in preparing program budget submissions. Provide assistance to the Government in gaining acceptance for budget execution plan(s) with the NAVSEA comptroller and FMB. Provide assistance in the development of the Government's yearly LCS Task Planning Sheets for all funding execution. Develop automated links with the Financial Management and Information System (FMIS) and Standard Tracking and Accounting Reporting System

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(STARS), as appropriate, to enhance the speed, accuracy and availability of data.

2.1.3 Statutory and Regulatory Reports. Provide input and advise the Government of statutory and regulatory reports. Maintain records of financial history and related documents. Research and prepare inputs to various financial issues that confront the Program Office.

2.2 Contract Management. Provide assistance to the LCS program in their execution of contracts with seaframe industry teams via the drafting of Technical Instructions, Procurement Requests, execution review studies, alternatives analyses, and monitoring of contract growth due to industry input (from program briefings, Ship Production Progress Conference (SPPC) results, CPR data, etc), change orders and other contract modifications. Provide similar support for the potential of foreign military sales of LCS seaframes.

2.3 Earned Value Management System (EVMS). Assist in the monitoring of LCS seaframe industry teams' Earned Value Management System (EVMS) and Earned Value and maintain the LCS Program Manager's Estimate at Completion (PM EAC) for all ships under contract (including the potential of foreign military sales of LCS seaframes), to include but not limited to:

2.3.1 Perform ship design and construction contractor and subcontractor engineering and production analyses to include but not limited to physical progress, design progress and material procurement, schedule and cost realism, EVMS, Integrated Master Schedule and Critical Path Analysis, shipbuilders process and progress measurement, quality assurance and testing.

2.3.2 Assist in the Government's evaluation of shipbuilder contractor monthly submissions.

2.3.3 Analyze and assess contractor-submitted reports, contract performance baselines and Estimates at Completion (EACs). Monitor, assess, analyze and report on prime and vendor performance of ship design and construction contracts. Assess program cost status, shipbuilder progress and spend plans.

2.3.4 Analyze engineering and production cost and schedule performance as necessary in assessment of variances to include identifying trends.

2.4 Prepare correspondence and briefing materials to support program reviews, funding efforts and data calls.

3.0 SYSTEMS ENGINEERING

3.1 Total Ship Systems Engineering. Provide systems engineering support for the LCS Technical Director throughout the testing of LCS-1 & 2 and the introduction, development and fielding of LCS Flight 0+ and Flight 1 seaframes and for the potential of foreign military sales of LCS seaframes in the areas of Ship Design/Hull, Mechanical and Electrical, Combat Systems, C4I systems, Aviation Integration, and Mission Package Integration.

3.1.1 Provide assistance in the Government's monitoring and analysing of the

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development of Flight 0+ and Flight 1 ship design with industry and assist in performing technical evaluations by providing advice to the Government on risk areas, required changes, certification impacts, lifecycle impacts, or other systems engineering challenges.

3.1.2 Support the conduct of technical reviews, analyses, and evaluations of industry designs in the above areas. Participate in Integrated Product Teams (IPTs), working groups, industry design meetings, and production reviews.

3.1.3 Support the technical design approval and production introduction of each LCS seaframe's technical baseline. Support the LCS seaframe JTD/RFD review and approval process; advise the Technical Director on each proposed technical baseline modification.

3.1.4 Perform risk analysis of proposed design baseline modifications/changes. Provide a technical evaluation of each proposed change for the LCS Change Board. Identify documentation requiring revisions or updates as a result of new or modified industry designs.

3.1.5 Review each seaframe's design drawings, revision notices, ship specifications, contract data deliverables and verify equipment installations and drawings are in accordance with contract and CDD requirements.

3.1.6 Provide technical analyses and services for LCS ship design, naval architecture, marine engineering, and integrated systems engineering for Hull, Mechanical and Electrical (HM&E) systems issues including Aviation IPTs and certifications.

3.1.7 Provide technical analyses and services for LCS Combat/C4I Systems integration including evaluating and advising the Government of risk areas, risk mitigation opportunities, and opportunities for commonality. Provide assistance for the risk reduction of each seaframe's network and software integration.

3.1.8 Provide technical analyses and services for Machinery Control Systems issues including evaluating and advising the Government of risk areas and opportunities for risk reduction.

3.1.9 Support the development of design solutions for production challenges as they emerge for Flight 0+ and Flight 1 baselines.

3.1.10 Coordinate LCS-1 and 2 testing lessons-learned from Post Delivery Test and Trials results and develop corrective actions for LCS-1 & 2 and/or for future flights.

3.1.11 Develop and maintain configuration data. Coordinate the resolution of discrepancies.

Prepare technical assessments of Government responsible deficiencies that are documented from Builder's and Acceptance Trials.

3.1.12 Maintain the LCS Systems Engineering Plan (SEP), covering LCS seaframe and Mission Package efforts. Update this in support of the FY10 Milestone B.

3.1.13 Assist in the Government's preparation of statements of work and coordination of pricing and scheduling and monitoring the execution of Contractor Special Studies related

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to design/systems engineering. Provide advice regarding technical input for new solicitations in support of future LCS flights.

3.1.14 Provide technical analyses and services for LCS Trial Card review and resolution.

3.1.15 Provide technical analyses and services for response to the LCS Prospective Commanding Officer (PCO) Concerns Letters.

3.2 Engineering Analysis. Provide engineering, analysis, and technical studies support. Review and assist in the Government's evaluation of LCS production execution. Assist in the Government's evaluation and validation requirements traceability for operational requirements, performance requirements, Measures of Performance (MOPs) and Measures of Effectiveness (MOEs). Perform risk analyses and assessments of proposed alternatives. Develop and evaluate plans, procedures and processes for Navy Certifications and Verification and Validation, as they relate to the elements of the LCS system design. Conduct independent system engineering analyses to identify and recommend resolutions to emergent issues. Analyze system functionality and requirements development. Perform interoperability assessments on the LCS as required.

3.3 Planning and Procedures. Develop/evaluate plans, procedures, and processes as they relate to the ship design elements of LCS. Provide expertise and engineering support to all aspects of LCS systems engineering. Assist in the development of government information, documentation, and technical studies provided to industry to assist in the definition and design of LCS. Develop and provide to the Government draft responses to industry queries. Provide support in the Government's development of all required technical documentation for LCS's Milestone B.

3.4 Science and Technology. Assist in the Government's coordination of all LCS Science and Technology (S&T) efforts. (i.e., Small Business Innovative Research (SBIR) topic areas, ongoing LCS SBIR and S&T efforts, annual S&T investments, S&T funding sources, ongoing Technology Transition agreements/MOAs, new Technology Transition agreements, LCS Technology Development efforts focused on achieving Technology Readiness Level (TRL)).

4.0 PRODUCTION PLANNING AND PRODUCTION ENGINEERING

Support the LCS Production, Test and Post Delivery director with effort including but not limited to:

4.1 Program Management. Provide the LCS program with expertise and experience in researching, planning, budgeting, maintaining, conducting, and executing production support for LCS seaframes, and for the potential of foreign military sales of LCS seaframes. Develop Flag presentations, point papers and talking points as required. Provide additional production support to cover increased workload as additional ships are awarded.

4.2 Schedule Analysis. Provide reports and recommendations on Integrated Master Schedule (IMS) analysis. Analyze the overall IMS, for schedule and data integrity, including relationship logic and calculated date and float values, progress status anomalies including out of sequence progressing, tracking & monitoring the critical path, analyzing resource demand spreads and assessing performance to the baseline/operational plan. Included

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will be schedule movement analysis, % low float analysis, review of activities reporting physical percent complete and resource level analysis to indicate where program is headed. Lists of critical or in jeopardy items will be highlighted. Provide technical inputs relating to IMS performance requirements. Provide analysis and metrics relating to the impacts of schedule changes that show out of sequence work. Monitor/Assess/Analyze & Measure the following sub-tier schedules within the IMS: (Material/Equipment procurement, Drawing Release Schedule in support of production, Module Assemble Schedule, Module Erection, Tank Close-Outs, Integrated Shipboard Test Schedule. Compartment close-out Schedule). Support various earned value and production reviews including Integrated Baseline Reviews, OTB/OTS reviews, PRR and SPPC providing production and schedule inputs. Add new ships to existing metrics reports as required.

4.3 Production Quality Management. Provide quality engineering services. Develop Quality Metrics, analysis, and recommendations. Investigate LCS Class production quality issues and generate technical reports of issues at each shipyard. Research root causes of trends and report findings. Generate ad hoc and routine reports using TSM. Generate critical quality metrics on a monthly basis. Review Contractor QA Plans and Procedures to assess compliance with contracts, ship specifications, and other requirements.

4.4 Production Business Management. Monitor, assess, and report on performance of construction contracts. Support the Production Director and Managers with EVM Analysis that correlate EVM/CPR data with actual surveillance information (assessing physical shipyard performance and schedule adherence) to provide a complete picture. Develop and maintain Task planning Sheets. Collect, track and manage to completion action items from OTB/OTSS, IBRs, and Program Reviews. Coordinate and prepare production POM and PR submittals. Track funding documents and help manage production budget allocations. Prepare and provide production budget documentation in support of budget previews. Collect, track and manage to completion all 501P action items from the weekly Program Director Business Meeting.

4.5 Maintain Familiarization Handbook. Development of ship specific compartment and system handbooks. Sample to be provided.

4.6 Production Engineering. Assist the Production Managers in review/analysis/reporting of manning, rework, out of sequence analysis, learning curve analysis and physical progress metrics. Develop and update monthly, production metrics books derived from IMS and other detailed production data. Utilize primavera and other scheduling software to perform production analysis of the ship construction schedule. Utilize the wInsight program (software program produced by Deltek) to mine the detailed cost performance data to produce a standard monthly set of excel charts from the data and provide the excel files and hard copy books of the data monthly with a report highlighting emerging performance trends both in hours and material costs. Analyze and interpret EVM and IMS data at the lowest level in wInsight. Do industrial engineering analysis of productivity trends and impact analysis of trade performance on cost and critical paths.

4.7 Production Work Package Management. Provide Work package analysis to define production readiness, establish production readiness requirements and refine the production readiness assessment process. Ensure that work packages are developed to support accurate physical progressing and cost reporting. Support War room meeting development efforts.

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4.8 Provide Production Trial Card Management Support. Develop/implement the Trial Card management system and support the LCS Project office Trial Card Management requirements. Coordinate Trials. Serve as on-site Trial Card Management lead during ship trials. Manage the trial card work flow in DIMS. Coordinate and manage Trial Card support for scheduled trial events for each LCS platform for BT, AT and FCT. Prepare materials for trial card entry into the Deficiency Item Management System (DIMS).

4.8.1 Maintain the IT infrastructure for Trial Card Databases to include providing software upgrades and changes as well as maintenance and data backup. Additional services include: providing on-site support during Builders, Acceptance and Final Contract Trials to ensure hardware/software operability; assisting users; assisting INSURV.

4.8.2 Onsite trial card support coordination. Implement production management support tools and provide on-site support at each shipyard building the LCS class ship (1 FTE per yard).

4.9 Production Waterfront Management. Provide PMS 501 contractor generalist team lead at each waterfront. Tracks and coordinates compartment completion efforts, providing regular, real-time status input to the Production Officer. Integrate compartment and system completion efforts with the production test schedule. With Government oversight, develop and execute Navy and Ship's Force compartment acceptance and turnover processes. Validates and ship checks trial card resolutions on a space by space basis. Provides assistance to the Government in managing the key custody program.

4.10 Production Pipe completion and test management. Provide technical expertise in the conduct of weld, piping and HM&E inspections at each waterfront. Analyze weld deficiencies. Track and coordinates pipe system construction and test at the pipe spool and segment level. Validates trial card corrections and performs trial card GI ship checks. Collects for turnover to Ship's Force pertinent pipe test history items for system turnover process.

4.11 Deck Machinery and Corrosion Control. Provide shipboard technical support in the areas of Deck Machinery and Corrosion. Compare the "as is" condition to the build specs and drawings to validate compliance of the installations. Analyze and trouble-shoot problems, perform inspections and provide recommended solutions.

4.12 Label Plate Management. Provide tiger team to visit the ships within 6 months of AT and perform an assessment of the shipboard label plates (piping, compartments, systems, etc), validating them to the drawings and ship design. Develop a database for the ship design that identifies each label plate. Produce label plates to correct shipboard deficiencies.
-Review and compare all systems drawings, specifications and ship requirements documents, HVAC Design Criteria, to determine the damage control and ship labeling requirements for each ship. Conduct 100% shipboard check of completed ship to ensure all required label plates and documentation is corrected. Provide reports on findings.

4.13 Production Certification Management: Coordinate inspections and tests to complete required ship certifications on each ship. Maintain a current matrix of requirements for each certification. Coordinate closely with certifying authorities to ensure all requirements are met. Collect for turnover to ship's force pertinent certification-related artifacts for material history to include inspections, material test data reports.

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4.14 Production Test Management. Provide on-site inspection functions for ship tests, compartment completion inspections, certifications and trials. Record documented deficiencies, their screenings and status using an automated information system. Participate in at-sea ship trials and trial card pre-screenings. Conduct trial card recording, tracking, coding, trend analysis, and engineering analysis using an automated information system. Work in concert with the Program Office and SUPSHIP, coordinate inspections and tests to complete required ship certifications. Maintain a current matrix of requirements for each certification.

4.15 HM&E Test Management: Support SUPSHIPS with the coordination and execution of the HM&E Test plan as directed. Coordinate closely with the shipbuilder to ensure all requisites are complete prior to testing. Coordinate a NTA test witness program and provide Program Office input and guidance to waterfront test organization, track and report test observations/feedback/failures/metrics.

4.16 Combat System Test Management: Coordinate closely with the shipbuilder to ensure all requisites are complete prior to testing. Coordinate a NTA test witness program and provide Program Office input and guidance to waterfront test organization, track and report test observations/feedback/failures/metrics.

4.17 Production Test and Trials HM&E Support: Provide technical analyses and services for all HM&E elements engineering issues including evaluation and support to the Government in planning and conduct of test and evaluation of all Hull, Mechanical, and Electrical systems and subsystems to be integrated into the LCS Class ships. Participate in at sea ship trials, liaison with INSURV to de-conflict operational and performance issues and conduct trial card pre-screening. Focus of support efforts will be on New Construction Test and Trials to include Builders and Acceptance Trials, Industrial Post-Delivery Availability period, and Post-Shakedown Availability period.

4.18 Production Test and Trials C/S Support: Provide technical support to assess, evaluate, and provide recommendations for combat systems equipment and system problems that arise in support of ships trials, Commanding Officer Concerns letters and Trial Card reviews. Participate in at sea ship trials, liaison with INSURV to de-conflict operational and performance issues and conduct trial card pre-screening.

4.19 Support the execution of LCS-1 & 2 Post Delivery Availabilities at each shipyard and in Norfolk for the completion of LCS-1's PDA. Participate in planning efforts and review PDA work specifications and Engineering Change Proposals (ECPs).

4.20 Provide Post Shakedown Availability (PSA) planning support for LCS-1 and 2. Participate in planning efforts and review PSA work specifications and Engineering Change Proposals (ECPs). Conduct research and ship checks to validate planned work package scope. Provide Final Contract Trial (FCT) availability and Post Repair (PRT) planning and execution.

4.21 Provide primary staffing support of PSA Planning and Execution on the waterfront, either at a Navy or private shipyard or at a ship's homeport. Access the vessel including all spaces of the vessel and possible dry-docks where it maybe docked in order to progress work being completed during the availability. Provide support at NAVSEA's Washington Navy Yard facility during the PSA planning phase as well as on-site support at the PSA

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executing yard.

4.22 Post Delivery Hull Support Management: Provide primary support for the LCS Hull Manager (HM) and is the focal point for all IPDA/PSA planning and execution efforts. Monitor work item candidates from various sources including the Configuration Control Board (CCB), PEO IWS, HM&E Support Team, PDSM, Ships Force, and Lessons Learned. Generate Planning Letters for growth and emergent items during the PSA. Produce chit request for the various work items. Create and maintain a Post-PSA tracking matrix to ensure that work items not completed during the PSA window will remain open until completion.

4.23 Post Delivery Trial Cards Management: Provide a Trial Card Manager (TCM) to each ship. The TCM supports the LCS Hull Manager (HM) and is the focal point for all Trial Card Management efforts from Sail Away through the End of SCN. Work with the PMS HM to resolve trial card issues as they arise and to track and close all trial cards and work items. Be responsible for the proper closure (signed-off by the appropriate personnel) of all trial cards and maintain the Database for the Compartment Closeout Process.

4.24 Post Delivery Hull Engineering. Provide a Post Delivery Hull Engineer to each ship. The Hull Engineer supports the LCS Hull Manager (HM) and is the focal point for all technical issues during the Post Delivery period, to include IPDA and PSA on behalf of the HM. Represent the HM at the CCB, coordinating the inclusion of ECPs into the IPDA and PSA work packages. Resolve of HM&E engineering design and technical issues of the HM&E portion of the IPDA and PSA Work Package. Function as the lead engineer for HM&E installations accomplished at IPDA and PSA. Review work items for technical accuracy. Provide onsite Engineering support during Post Delivery Availabilities.

4.25 Prepare funding metrics to support PEO SHIPS Post Delivery Managers will support the PDM and acquire Post Delivery cost information for all Post Delivery contracts. Provide Predicted End Cost (PEC) for upcoming availabilities and develop a solid history of determining the Direct Production Labor (DPL) hours for Post Shakedown availabilities.

4.26 Track all Post Delivery funding issued by BFM representatives for the correction of deficiencies and completion of deferred work during each availability. Obtain EAC reports from Planning and Executing shipyards in order to identify funding requirements for the PDM. Develop reports which accurately reflect outstanding budget requirements as well as the obligation of funds.

4.27 Develop a Work Package (WP) for each hull. This involves estimating the Direct Production Labor (DPL) hours for each work item in the WP. Utilize previous cost summaries issued by the Availability Planning and Executing Yards and apply cost information to applicable work items in upcoming availabilities. For work items not previously accomplished, assist the Government in developing an independent ROM man-hour and material estimate for the tasked changes and maintain a total work package man-hour estimate. This estimate will be available in advance of the shipyard EAC report and will be used by the PDM as an accurate measure for the size of each work package.

4.28 Post Delivery Logistic Support Coordination. Provide a PSA Logistics Coordinator is assigned to each ship during PSA and any planned or unplanned availabilities during the Post Delivery period. The Logistic Coordinator supports Contractor for the LCS Hull Manager (HM) and is brought in during availabilities after Sail Away to ensure GFE and

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CFE support for PSA work items. Review, track and assess Government Furnished Material (GFM) schedules and deliveries.

4.29 Develop Planning Letters, once approved by the Program Office forward them to SUPSHIP for authorization for the IPDA/PSA Planning Yard to perform engineering and material kitting for the new work items.

4.30 Assist the Government in providing production oversight to each ship during PSA and any planned or unplanned availabilities. Track progress and report any issues to the Government related to successful progress including recommendations for quality assurance. Oversee all machinery/piping installations; coordinate open and inspection of HM&E machinery; monitor all applicable HM&E work items through completion during the PSA. Monitor all production work for adherence to quality, schedule and cost. Ensure all production work is performed according to work item specifications. Coordinate compartment closeout. Monitor Production progress and provide CPR analysis (actual vs planned)

4.31 Provide Independent government Rough Order of Magnitude (ROM) estimates for Post Delivery Engineering Changes and Additional Work items to be accomplished at either IPDA or PSA for both LCS ship designs.

4.32 Manage the development and updates of the IPDA and PSA work package tracking databases.

4.33 Maintain a web-based IPDA/PSA Database. Database for each LCS ship to include, but not limited to: Work Specifications for each IPDA/PSA work package item, IPDA Work Package Summary reports, PSA Work Package Summary reports, reports from Inspections and Surveys conducted during Post Delivery, Certification Letters and reports and Post Delivery Turnover Book.

5.0 TEST AND EVALUATION (T&E)

5.1 Support the LCS T&E and FMS directors with expertise and experience in researching, planning, budgeting, maintaining, conducting, and executing T&E, including for the potential of foreign military sales of LCS seaframes.

5.1.1 Provide technical support in the development, update, review, and approval of all LCS T&E documentation and plans, including updates to Developmental Test (DT) / Operational Test (OT) Test Scenarios, Plans and Reports, Live Fire Test and Evaluation (LFT&E) Management Plans, detailed program plans and schedules, and environmental and safety assessments for testing. Assist the Test Engineer in organizing and management of Developmental and Operational Testing, Shock Plan and other special testing events. Ensure consistency of planned tests with Total Ship Test Program Objectives. Identify variances and assist the Government in resolving any inconsistencies and eliminate any inadequacies. Track and support engineering and cost analyses for LCS T&E objectives.

5.1.2 Assist in developing yearly budget estimates and exhibits for LCS T&E. Coordinate Integrated Test Team inputs including COTF requests.

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5.1.3 Maintain the LCS T&E Master Plan (TEMP) covering seaframes and Mission Packages in support of the LCS Acquisition Strategy.

5.1.4 Coordinate and assist in the execution of the LCS-1 & 2 Post Delivery Test and Trials (PDTT) plan. Maintain the overall PDTT schedule for LCS-1 & 2 and future seaframes. Assist the Government in managing the conduct of testing, test ranges, test targets, personnel, instrumentation, and reporting.

5.1.5 Monitor and analyze LCS Industry Teams' Test and Evaluation plans and execution for Flight 0+ and Flight 1 ships. Provide combat systems expertise and experience in researching, planning, budgeting, maintaining, conducting, executing and evaluating combat system integration and test and trial activities. Provide total ship test program management services in all phases of the ship construction including combat systems tests, post delivery, Final Contract Trials and Post Shakedown Availability.

5.1.6 Coordinate LCS T&E efforts with the PEO IWS Pra Enterprise project, including Pra testbed efforts and Self Defense Test Ship (SDTS) testing efforts planned in support of LCS combat system air defense testing.

5.1.7 Review and provide T&E input for acquisition documents (e.g. DAES and SAR) and PEO and program office reporting requirements.

5.2 Live Fire Test and Evaluation. Support the LCS T&E manager with expertise, analyses, and execution of the LCS LFT&E plan.

5.2.1 Maintain the Live Fire Test and Evaluation Plan and assist in the implementation of that Program. Assist the Test Engineer in organizing and management of Initial Developmental and Operational Testing, Shock Plan and other special testing events. Ensure consistency of planned tests with Total Ship Test Program Objectives. Provide yearly input on LCS LFT&E funding requirements. Attend meetings and coordinate LCS LFT&E efforts with DOT&E LFT&E and the NAVSEA Technical Authority.

5.2.2 Lead the conduct of all LCS LFT&E Modeling and Simulation (M&S) for ship Survivability. Develop and support the implementation of a modeling and simulation verification, validation, and accreditation process for LCS. Finalize the VV&A plan, identify all M&S planned for use in support of Operational Test and LFT&E, develop V&V packages and assure accreditation for all models. Conduct specific survivability assessments using the ASAP, DYSMAS, MOTISS and TMSS tools for both LCS seaframe designs.

5.2.3 Provide Shock Program Planning and Execution of all ship shock testing, including LCS LFT&E scale model testing, Total Ship Survivability Test (TSST) ship shock inspections and environmental impact assessments and Full Scale Shock Trials. Provide engineering and technical assistance for equipment shock qualifications leading to reduction in Ship Shock Deficiencies. Coordinate LCS efforts with the Alternative Shock Assessment S&T program.

5.2.4 Provide technical assessments, evaluations and advice the Government on equipment and system problems that arise in connection with or during ship test and trials.

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5.2.5 Support the lethality assessment elements of the LCS LFT&E execution plan for the 57mm Gun system and the NLOS-LS system. Also provide support for the shock deficiency management effort for LCS 1 and 2.

6.0 LIFE CYCLE ENGINEERING AND SUPPORT (LCE&S)/LOGISTICS AND OPERATIONAL READINESS.

6.1 Provide services for performance of LCE&S Management and related tasks of logistics management, maintenance, supply support, technical design interface, training, facilities, technical data, and personnel, including for the potential of foreign military sales of LCS seaframes. Assist in the development of LCS LCE&S/Performance Based Logistics (PBL) and Interim support strategies. Provide assistance in determining how PBL and interim support can be integrated with organic infrastructure. Analyze and recommend LCE&S and LCE&S processes (e.g., configuration management process, sparing and support process, etc.). Plan overall LCE&S processes. Develop LCE&S criteria and estimates to support evaluation of supportability requirement; including logistics, and HSI elements. Develop, track and evaluate LCS industry documentation in support of LCE&S requirements. Participate in IPT meetings. Develop Readiness and Logistics requirements definitions. Evaluate LCS design contractors' support/supportability documentation and plans, and design reviews.

6.2 Evaluate plans, procedures, and processes for Navy certifications, V&V, training, logistics support, and manning as they relate to the LCE&S of LCS, the ship's systems, and related elements. Review industry designs and plans for LCE&S of LCS and provide recommendations to the Government to assist in determining cost, readiness and or supportability impact of concepts. Analyze Cost-benefit trade-off studies.

6.3 Develop and/or analyze Integrated Logistics Support schedules and track Integrated Logistics Support costs and performance. Develop and/or analyze logistics support plans and planning documentation (e.g., the logistics portions of the Master Acquisition Program Plan, logistics portion of the Test and Evaluation Master Plan, Supply Support Plan, COTS Management Plan, Technology Insertion Plan, Technology Refresh Plan, and the like). Review LCS Interim Support performance metrics and assist in the evaluation of performance to those metrics.

6.4 Analyze and recommend LCS maintenance concepts. Develop maintenance milestones, schedules, policies, and procedures. Review and analyze maintenance and logistics requirements and plans in context of LCE&S for LCS. Monitor, track, and provide status of provisioning processes, the development of related documentation such as the Consolidated Shipboard Allowance List, and the procurement, receipt, and stowage aboard ship of repair parts, equipage, and test equipment. Recommend and or validate requirements to acquire, catalogue, receive, store, transfer, issue, and dispose of repair parts, equipage, test equipment, etc.

6.5 Analyze, report, and recommend changes to data and/or appropriate databases to maintain technical, logistic, and other life cycle support data in configuration management systems, including but not limited to such systems as; -Ship Configuration and Logistics Support Information System -Configuration Data Manager Database Open Architecture (CMDOA) -Shipboard Non-Automated Data Processing -Weapon System File -Fleet Modernization Program Management Information System -Automated Shipboard

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Information System -Ship Alteration Management Information System, and the like.

6.6 Research and assess alternative logistics support sources and methodologies to acquire equipment, spares, and support within or outside of the DoD supply system (e.g., Battle Spares Program). Review, evaluate, coordinate, provide recommendations, and plan the preservation, packaging, handling, and transportation of equipment and support items including rotatable pools and major spare equipment, etc. Develop, review, and coordinate the review and approval of Life Cycle Engineering and Support technical, program, and archive information.

6.7 Provide management and analysis of the LCS Class Allowance Equipment List (AEL) Baseline to include Allowance Appendix Page (AAP) and final COSAL Review LCS COSAL products and assure configuration control of the AEL Baseline for installed equipments.

6.8 Provide technical services in NFM and INCO spares for LCS Class ships. Maintain INCO spares list and requisition data. Prepare and expedite requisition documents. Provide a reporting system for INCO usage, failure data and advise the Government for INCO depth and range adjustments.

6.9 Provide management of shipboard allowances for hazardous material and ensure that minimum hazardous materials are provided for shipboard maintenance requirements. Assist in preparation and submission of Ship Hazardous Material List (SHML) Feedback Reports.

6.10 Analyze the LCS seaframes' Planned Maintenance System (PMS) supply requirements to correct outfitting configuration shortfalls for PMS material items.

6.11 Staff and manage an LCS Fleet Liaison Office (FLO) in San Diego to support transition from acquisition support to in-service support. Provide direct liaison with the LCS CLASSRON and Commander Naval Surface Forces on LCS issues, with a focus on Logistics support and in-service transition. The FLO shall support CNSF lead CFTs, CoC, ACOS, and OSB meetings. The staff shall have experience in the surface combatant fleet maintenance and operations at the waterfront.

6.12 Provide shipboard logistics and maintenance distance support as necessary at the LCS CLASSRON passing on knowledge from ship acquisition to the CLASSRON and LCS crews.

6.13 Provide an onsite Logistics Representative (LOGREP) at the LCS Ship Production Yards assist the Government in managing day-to-day logistics efforts including ship outfitting, crew support, crew familiarization training, tech data loading, allowance changes, maintenance planning, and any other logistics requirements identified at the shipyard.

6.14 Provide maintenance SMEs at the LCS FLO to support updates of the LCS maintenance documentation and to respond to engineering requests from the ship.

6.15 Provide material support at the LCS FLO including management of LCS seaframe material residing at the Mission Package support facility in San Diego. As required, procure material and services necessary for managing the seaframe material in the facility.

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6.16 Provide the following specific LCE&S deliverables:

- Weekly status report
- Weekly 501L Dept Head input
- Program LCE&S and In-service Briefs AR
- Program Logistics Financial documents AR
- Updates to ILS products AR
- Weekly ACOS Meeting Report
- Input to Interim Support Documentation AR
- Updates to LCS ship configurations in CDMDOA AR
- Briefings to the CNSF CFTs, CoC, and OSB AR

7.0 MANNING PERSONNEL AND TRAINING (MPT) / HUMAN SYSTEMS INTEGRATION (HSI) ANALYSIS AND ENGINEERING

7.1 Track and support technical studies and analyses for LCS MPT/HSI. The overall support includes the preparation, coordination and execution of detailed government and industry MPT/HSI studies, cost, risk, and other analyses, and participation in applicable Teams, Working Groups, and Advisory Groups, related to the LCS Program. Assist the Government in addressing legal and policy issues related to LCS manning as directed. Perform specific MPT/HSI-related technical studies and analysis as directed. Review manning related inputs (basis of estimates) to the cost model for consistency and accuracy. Develop recommendations and coordinate as appropriate with Navy and other government agencies on manpower planning in the review and validation of industry teams' task and workload analyses efforts and organizational team structure development associated with, ship systems, maintenance, mission support, damage control/recoverability and ship evolutions. Assist in determining that industry system designs and crewing concepts are consistent considering function allocations, crew qualification requirements, and level of anticipated human machine interface. Provide MPT/HSI inputs to acquisition documentation. Provide similar support as required for the potential of foreign military sales of LCS seaframes.

7.2 Track and support development analyses for LCS training concepts. Monitor training program development and execution. Assist in the identification and resolution of changes in U.S. Navy manpower, personnel, and training infrastructure (policy, statutes, organization, capabilities, and procedures) to support achievement of LCS crewing concepts. Provide issue and white papers, attend meetings and conferences, and assist in the development of shore- and ship-based training requirements and programs as directed.

7.3 Oversea, manage, and evaluate a Training Front End Analysis to determine the long term training strategy for LCS. Assist in identifying equipment and associated cost with LCS training devices. Conduct follow on FEA analysis as required to determine any changes to training requirements.

7.4 Support the LCS Shore Based Trainer sustainment and development efforts. Identify and execute in-service requirements for the LM trainer, and assist 501 in overseeing the development, installation and operations of the GD trainer. Review courses of instruction developed by Navy Learning centers and LCS Prime Contractors that will take place at the Shore Trainers.

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7.5 Maintain LCS training support at the LCS Fleet Liaison Office supporting the LCS CLASSRON and CNSF N1 and N7. Provide direct liaison with the LCS CLASSRON and Commander Naval Surface Forces on LCS issues training and manning issues. The FLO shall support CNSF lead CFTs, CoC, ACOS, and OSB meetings. The staff shall have experience in the surface combatant fleet training and operations.

7.6 Support the LCS Academy in execution of its requirement. Provide requirements for Academy courses of instruction and as necessary provide instruction on the LCS material.

7.7 Update the LCS Navy training systems plans and the Manpower Estimate Report on a yearly basis.

8.0 LCS CONFIGURATION AND DATA MANAGEMENT ENGINEERING

Provide engineering and technical services to the Navy (including the potential of foreign military sales of LCS seaframes) in the area of Configuration Management (CM) and Data Management (DM), including but not limited to:

8.1 Provide configuration identification control status accounting and audits. Develop and update the LCS Configuration Management Plan. Provide support to the PMS-501 Change Manager with respect to Change Boards from agenda development, Preliminary Control Board (PCB), Technical Systems Review (TSR), through Configuration Control Board (CCB), development of minutes, and final negotiation and contract modification, working closely with the LCS Technical Director, Production Director, and SUPSHIPS Bath and Gulf Coast. Assist the Navy and industry teams in implementing procedures in accordance with the Configuration Management Plan. Support the LCS Waterfront Change Process.

8.2 Support the LCS Change Implementation process. Audit revisions to the LCS contract documents. Maintain master records of all change documentation. Prepare and maintain CM status reports and financial summary documentation of changes for each seaframe awarded.

8.3 Review, evaluate and prepare a comprehensive Class Standard Equipment (CSE) ECP change synopsis for new changes to include background, change history, technical comments, hull applicability and cost data. Review and reconcile SUPSHIP, Industry and Program Office CSE ECP status files, negotiation reports, concurrence letters and formal response to Navy comments and various reports. Track CSE procurement data and status of equipment procurements through the Acquisition process to delivery. Provide programmatic and technical expertise for the timely delivery of CSE to satisfy ship production schedules.

8.4 Assist PMS 501 Change Manager in the development and analysis of change control and Data Management statistics for assessing shipbuilder performance (timeliness, quality and efficiency) in preparation for SPPC/AFEB. Monitor and assess the LCS Class Value Engineering and Affordability Cost Candidate (ACC) Programs.

8.5 Provide Data Management support to the PMS 501 Change Manager for administering the procedures for managing the development, modification and maintenance of the LCS Class contracts. Develop and update the LCS Data Management

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Plan. Provide technical data management support covering all phases of the LCS Contract Data Requirements List (CDRL) and correspondence management. Prepare and maintain DM status reports for each seaframe awarded. Distribute CDRL submissions to cognizant LCS Data Monitors for review, monitor overall CDRL review cycle for data evaluations and maintain master records of all data management documentation electronically. Prepare LCS DD Form 1423 CDRL Packages in accordance with LCS contract requirements. Conduct inspections of shipboard installations to determine completeness of change incorporation. Analyze, monitor and track the SUPSHIP MOA process at the Industry Team's yard. Support the LCS Request for Clarification, Interpretation or Assistance (RCIA) Process. Assist the Change Manager with the maintenance of all RCIA related actions, including tracking, posting, and dispositioning.

8.6 Provide management and technical inputs to the future LCS Design Budgeting processes. Conduct inspections of shipboard installations to determine completeness of change incorporation.

8.7 Update data management procedures in accordance with the LCS Data Management Plan. Monitor, review and audit in support of the PMS-501 Change Manager the accuracy of all PEO SHIPS AM GFE and GFI management efforts.

8.8 Maintain an electronic database of all LCS Configuration Management changes, change documentation, RCIA and Implementation efforts. Maintain an electronic database of all LCS Data Management DD Form 1423's, CDRL submittals, Data Management correspondence.

8.9 Support LCS by developing and maintaining requirements traceability from the new LCS Flight 0+ CDD through the Flight 0+ contract documentation via use of DOORS or modifying the LCS Industry Team's established programs.

9.0 LCS COMBAT SYSTEMS DEVELOPMENT

The Contractor shall provide program management support and administrative support in the area of LCS combat systems development and integration. Efforts shall include but will not be limited to:

9.1 Coordinate and track PEO IWS 14 Combat System funding and the review and approval of LCS Combat Systems development and integration data deliverables.

9.2 Participate in LCS Combat Systems Reviews (CSRs) and related meetings for the LCS Warfare Systems Engineer. Prepare materials for presentations and briefings, meeting agendas and minutes in support of IWS 1. Coordinate and attend PEO IWS program status meetings.

DELIVERABLES:

Item 1: Deliverables as specified in Section C to include client support and trip reports

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Format: Contractor formatted Microsoft Office or NMCI application.

Medium: Electronic and Hard copy

Frequency: As specified in Section C and clarified by the Task Order Manager, PMS 501 LCS manager and Contractor.

Due Date: Initial submission, minimum of 5 days before reporting date.

Due Date: Draft updates (as applicable), within 5 days of reporting date.

Due Date: Final submission prior to or on reporting date.

Delivery: 1.0 tasks to the applicable LCS manager and the Task Order Manager identified in Section G

Delivery: 2.0 tasks to the applicable LCS manager

Delivery: 3.0 tasks to the applicable LCS manager

Delivery: 3.0 tasks to the applicable LCS manager

Delivery: 4.0 tasks to the applicable LCS manager

Delivery: 5.0 tasks to the applicable LCS manager

Delivery: 6.0 tasks to the applicable LCS manager

Delivery: 7.0 tasks to the applicable LCS manager

Delivery: 8.0 tasks to the applicable LCS manager

Delivery: 9.0 tasks to the applicable LCS manager

Note: All deliverables (databases, graphics, white papers, etc.) become the property of the U.S. Government.

Item 2: Progress and Status Report that address work accomplished, work planned and costs incurred.

Format: Contractor formatted Microsoft Office application

Medium: Electronic and Hardcopy

Frequency: Monthly

Due Date: 7 days following the end of the reporting period

Delivery: 1.0 tasks to LCS manager(s) and the Task Order Manager identified in Section G

Delivery: 2.0 tasks to the applicable LCS manager

Delivery: 3.0 tasks to the applicable LCS manager

Delivery: 4.0 tasks to the applicable LCS manager

Delivery: 5.0 tasks to the applicable LCS manager

Delivery: 6.0 tasks to the applicable LCS manager

Delivery: 7.0 tasks to the applicable LCS manager

Delivery: 8.0 tasks to the applicable LCS manager

Delivery: 9.0 tasks to the applicable LCS manager

Item 3: Financial Expenditure Report

Format: Contractor formatted Microsoft Office application

Medium: Electronic

Frequency: Monthly

Due Date: 10 days following the end of the reporting period

Delivery: 1.0-9.0 tasks to the Task Order Manager identified in Section G

CONTRACT DATA REQUIREMENTS LIST(S) (CDRLS)

The Contractor shall provide the data deliverables as specified in Exhibit A.

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GENERAL REQUIREMENTS

(a) The Contractor shall have e-mail capability and have the necessary connectivity to communicate with PMS 501 team members. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules with PMS 501. The Contractor must have the capacity to interface via e-mail and provide Internet addresses for all employees proposed.

(b) The Contractor shall have the capacity to interface and access Navy Websites. All employees performing this task are required to access project workspaces that are germane to the performance of this task.

(c) The Contractor shall provide on-site classified, up to Secret, and unclassified conference rooms and associated facilities for holding Government meetings, teleconferencing, video teleconferencing, source selection team efforts and briefings for PMS 501 program personnel.

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ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an

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individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

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

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contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services, which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the

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three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information

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(Attachment 3) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Non-disclosure Statements shall be returned to the Contracting Officer's Representative (identified as the Task Order Manager in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

TBD (PMS 501)

(Name of Individual Sponsor)

NAVSEA - PMS 501

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

<u>ITEM(S)</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
All	Destination	Government	Destination	Government

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001
52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on a DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000, 4001, 4100, 4101, 4200, 4201, 4300, 4301, 4400, and 4401 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 24 June 2009. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C at the level of effort specified in SECTION B as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
The periods of performance for the following Items are from date of award through 12 months thereafter, estimated at:		
4000	9/22/2009 - 9/22/2010	
4002	9/22/2009 - 9/22/2010	
6000	9/22/2009 - 9/22/2010	

The periods of performance for the following Option Items are from date of Option exercise through 12 months thereafter, estimated at:

4001	9/22/2009 - 9/22/2010
4003	9/22/2009 - 9/22/2010
4100	9/22/2010 - 9/22/2011
4101	9/22/2010 - 9/22/2011
4102	9/22/2010 - 9/22/2011
4103	9/22/2010 - 9/22/2011
4201	9/22/2011 - 9/22/2012
4203	9/22/2011 - 9/22/2012
4301	9/22/2012 - 9/22/2013
4303	9/22/2012 - 9/22/2013
4401	9/22/2013 - 9/22/2014
4403	9/22/2013 - 9/22/2014
6100	9/22/2010 - 9/22/2011

The periods of performance for the following Award Term Items are from date of award of the Award Term through 12 months thereafter, estimated at:

4200	9/22/2011 - 9/22/2012
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4202	9/22/2011 - 9/22/2012
4300	9/22/2012 - 9/22/2013
4302	9/22/2012 - 9/22/2013
4400	9/22/2013 - 9/22/2014
4402	9/22/2013 - 9/22/2014
6200	9/22/2011 - 9/22/2012
6300	9/22/2012 - 9/22/2013
6400	9/22/2013 - 9/22/2014

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	N00024
Admin DODAAC	TBD upon award
Pay Office DODAAC	TBD upon award
Inspector DODAAC	N00024
Service Acceptor DODAAC	N00024
Service Approver DODAAC	N00024
Ship To DODAAC	N00024
DCAA Auditor DODAAC	TBD upon award
LPO DODAAC	N/A
Inspection Location	N00024
Acceptance Location	N00024

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
amy.akiyama@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated

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into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

BUSINESS FINANCIAL MANAGER (BFM)

Naval Sea Systems Command
Attn: Amy Akiyama
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-4787
e-mail: amy.akiyama@navy.mil

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Sharon Rustemier, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-3563
e-mail: sharon.rustemier@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: LT Thomas P. Teague, SEA 02653
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2984
e-mail: thomas.p.teague@navy.mil
**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)

Naval Sea Systems Command
Attn: Amy Akiyama
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-4787
e-mail: amy.akiyama@navy.mil

**Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for*

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(a) Maximum Period of Performance

The initial Task Order period of performance, if previously extended by exercise of the option for Year 2, may be further extended through the award of up to three one-year Award Terms (years 3 through 5), as provided for in this Award Term clause. These additional "award term" periods will be awarded by the Government based on contractor performance as determined by the Government in accordance with this clause.

(b) Monitoring Performance

Contractor performance is monitored by the Government. A panel hereinafter referred to as the Award Term Review Board (ATRB) is responsible for monitoring and will make recommendations to the Term Determining Official (TDO). The ATRB and TDO may accept monitoring input from any source it chooses. The ATRB may be changed at any time at the discretion of the TDO. Notice of such change will be provided to the contractor.

The ATRB shall be composed of the following:

- PMS 501, or designee
- Task Order Manager (TOM), as defined in Section G of the Task Order
- PMS 501 appointed Task Managers
- Procuring Contracting Officer (PCO), SEA 02653 or designee
- Legal Counsel, SEA 00L designee

The ATRB reports its findings and recommendations to the TDO. The TDO makes the final decision on whether the contractor's performance during the evaluation period is sufficient to earn the contractor an award term or to retain an already earned term.

The TDO shall be PMS 501 or his designee.

(c) Award Term Evaluation Periods

Each year of performance shall be evaluated. Each of the first three years shall be evaluated to determine whether the contractor earns and retains an award term. Years two through four will be evaluated to determine whether the contractor retains award terms already earned.

The Government reserves the right to conduct an *interim* evaluation at approximately the half-way point of each evaluation period. These interim evaluations are intended to provide the contractor with the Government's assessment of the contractor's performance through the first half of each award term evaluation period.

A *final* evaluation will occur on an annual basis. The final evaluation will consider all effort that has occurred during the evaluation period.

(d) Self-Evaluation

The Contractor shall submit a self-evaluation to the PCO within fourteen (14) calendar days after the end of each evaluation period. The written self-evaluation may contain any information that may be reasonably expected to assist the ATRB in evaluating the Contractor's performance. The self-evaluation

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will be considered in the ATRB's evaluation of the Contractor's performance based on the evaluation factors. The self-evaluation may not exceed twenty-five (25) pages in length.

(e) Award Term Procedures

After the conclusion of an evaluation period, the Performance Monitors shall submit evaluation reports to the ATRB. If requested, Performance Monitors will provide an oral presentation of their evaluation to the ATRB. The Contractor may be invited to present information in addition to that contained in the self-evaluation to assist in the ATRB's evaluation. The criteria to be considered in the evaluation are set forth elsewhere in this Award Term clause.

A numerical score, on a scale of 0-100, will be determined for each of the evaluation criteria. The numerical weights for each evaluation criterion will be applied to the score. The weighted criteria scores will be summed to arrive at a total, weighted evaluation score. This score, along with any supporting narrative that may be prepared by the ATRB, will be provided to the TDO. The TDO will determine the final award term rating for an evaluation period. The Contracting Officer will inform the Contractor of the award term rating in a letter to the Contractor.

The contractor must receive a total evaluation rating score of 71 or higher to be eligible to earn an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have earned an additional award term year based on the period evaluated.

(f) Retention

The Contractor will be evaluated again during the year following the period that was evaluated initially for determining if an award term extension was earned. The contractor must receive a total evaluation rating score of 71 or higher to retain an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have retained the award term year previously earned.

(g) Finality of Decisions

Award Term decisions are at the sole discretion of the TDO. All decisions rendered by the TDO are final. The phrase "award term decision" refers to both the decision by the TDO as to whether the Contractor has earned an award term and the decision by the TDO as to whether the Contractor has retained an award term already earned.

(h) Fair and Reasonable Price A Necessary Condition

The Contracting Officer must determine that the price set forth in the Task Order for the services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the PCO. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned.

(i) Option Exercise A Necessary Condition

If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

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(j) Retention of Award Terms A Necessary Condition

If at any time the Contractor has not retained an award term already earned, any subsequent terms shall be void.

(k) Continued Funds A Necessary Condition

The PCO must make a determination that sufficient funds are available before an earned/retained award term becomes effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded. In the event of incremental funding, the clause entitled **LIMITATION OF FUNDS (FAR 52.232-22)** shall apply. The decision that sufficient funds are available is at the sole discretion of the PCO. Resources available to the program manager are subject to the managerial discretion of a program manager and a decision that sufficient funds are not available for this contract may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(l) Continued Requirement A Necessary Condition

The Contracting Officer must determine that a continuing need for the same services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same services may be made at any time.

(m) Failure to Retain Earned Award Terms Not a Termination

If at any time the Government does not authorize performance of a previously earned award term, the subsequent terms shall be considered void. The Contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an earned award term has not been retained is not a termination for convenience or default. A decision by the PCO that any of the necessary conditions of this clause have not been satisfied is not a termination for convenience or default. For example, if the Contractor has earned three award terms but the Government fails to exercise the Award Term for the fifth year of the contract, then the contract shall end at the completion of the period of performance for the fourth year.

(n) Contractor Right to Decline

The contractor retains the right to decline previously earned award terms not later than nine (9) months prior to the start of an Award Term Year. The Contractor must notify the PCO in writing prior to nine (9) months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the PCO may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its rights to decline an earned award term, all subsequent award terms shall be void.

(o) Extension of the Task Order

The PCO will unilaterally modify the contract to extend the period of performance in one-year

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increments when each of the following conditions apply:

- an award term earned has been retained;
- the Government has a continuing requirement for the service(s) covered;
- the price established for the covered line items remains fair and reasonable;
- appropriated funds are available; and
- the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than nine (9) months before the beginning of an award term period.

(p) Evaluation Criteria

1. Evaluation Categories and Factors. Following each evaluation period, the Contractor's performance will be evaluated in the following categories, weighted as shown:

<u>EVALUATION CATEGORY</u>	<u>WGT</u>
Cost Performance	25%
Schedule Performance	25%
Technical Performance	25%
Management Performance	25%

The Government may unilaterally change any evaluation categories, weights, or factors it deems necessary. The Contractor, however, will be notified of changes prior to the beginning of an affected evaluation period. Performance issues in any evaluation category may result in an increased weight for that category in subsequent evaluation periods.

2. The following performance categories will be evaluated:

Performance Category	Evaluation Weight	Specific Areas of Interest
Cost Control	25%	Ability to control cost and avoid unnecessary cost increases. Emphasis will be placed on the contractor's ability to estimate correctly the first time and maintain initial budgets. Ability to make cost effective decisions with respect to technical requirements, schedule and quality control. Early identification of cost and schedule problems. The timely and accurate submission of cost performance data.
Schedule Performance	25%	Ability to perform or adhere to the scheduled delivery dates as specified in the Task Order and Technical Instructions. Ability to make decisions with respect to schedule adjustments required by the Government without effecting cost or quality. Early identification of schedule problems to include self-correcting. Timeliness of deliverables and provided services.

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Technical Performance	25%	Quality and accuracy of deliverables as well as services provided. Ability to provide services commensurate with the Tasks specified in the Task Order and Technical Instructions.
Management Performance	25%	Ability to manage contractor and subcontractor efforts efficiently and effectively with transparent performance within the team. Emphasis will be placed on the contractor's ability to staff positions with appropriate personnel who have the necessary skills and requisite technical capability and experience to effectively perform the work. *Percentage of actual small business subcontracting towards the 25% requirement.
Total	100%	

**Note: 25% Small Business Subcontracting requirement only applies to Large Business awardee.*

3. The following grading table is to be used for this Task Order:

Adjective Rating	Range of Evaluation rating	Description
Outstanding	91-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.
Excellent	81-90	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.
Good	71-80	Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.
Satisfactory	61-70	Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial effects on overall performance. No deficiencies in any area.
Unsatisfactory	60 and Below	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

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AWARD TERM PLAN

1.0 INTRODUCTION

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO). The evaluation will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the Government and to the Contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the Award Term earned are described herein. All TDO decisions regarding the award-term score, the methodology used to calculate the score, the calculation of the score, the Contractor's entitlement to the score, and the nature and success of the evaluation of the Contractor's performance are final.

An Award Term earned and retained will be awarded to the Contractor through unilateral Task Order modification based upon the score as determined by the TDO.

2.0 ORGANIZATION

The Award Term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

3.0 RESPONSIBILITIES

a. Term Determining Official. The TDO approves the Award Term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned Award Term score for each evaluation period. The TDO appoints the ATRB Chairperson.

b. Award Term Review Board Chairperson. The ATRB Chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB Chairperson briefs the TDO on the evaluation results including the recommended score and the Contractor's overall performance and recommends Award Term plan changes to the TDO.

c. Award Term Review Board. ATRB members review performance monitors' evaluation of the Contractor's performance, consider all information and pertinent sources, prepare interim performance reports, if any, and arrive at the Award Term score recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. Contracting Officer (CO). The CO is the liaison between Contractor and Government personnel. Subsequent to the TDO decision, the CO reviews the Award Term documentation, concurs with the TDO's decision, and modifies the Task Order, if

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necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Award Term Score. The Award Term score will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following Award Term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at the discretion of the Government. If it is determined that an Interim Evaluation will be conducted, it will be conducted at approximately the six-month period and the Contractor will be notified thirty (30) days before the end of the interim period if a self-evaluation will be required. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period within 45 days of conclusion of the interim evaluation period. The CO may also issue letters at any other time when deemed necessary to highlight areas of Government concern.

d. End-of-Period Evaluations. The ATRB Recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The Contractor will provide the Government a self-assessment within fourteen (14) calendar days after the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation. The Contractor self-assessment will be provided to the TDO as part of the determination package. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall score and determines whether an Award Term has been earned for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the Contractor of the evaluation results. Upon concurrence with the TDO decision, the CO issues a modification within fifteen (15) calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

It is anticipated that Award Term Evaluation Categories may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification prior to the

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start of the next evaluation period. However, the Government reserves the right to unilaterally change evaluation categories prior to the start of an Award Term period.

6.0 AWARD-TERM EVALUATION CATEGORIES

a. The Award Term Evaluation Categories are weighted based upon projected emphasis over the planned contract period. The following table outlines the structure and weighted value of each evaluation criteria:

<u>Evaluation Category</u>	<u>Category Weight</u>
Cost Performance	25% of Total
Schedule Performance	25% of Total
Management Performance	25% of Total
Technical Performance	25% of Total

(1) Cost Performance

Of major importance in evaluating the Contractor's cost performance will be the Contractor's cost planning and timely, complete, and accurate reporting of costs. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance will also be considered (e.g. management approach to performance of task assigned to minimize the cost, and demonstrated ability to keep the cost of work to be performed in line with the contract estimated cost).

(2) Schedule Performance

The Government will consider whether all deliverables are submitted on time, ahead of schedule, or late. The Contractor's early identification of problem areas and accomplishments in overcoming problems to maintain schedules shall also be considered.

(3) Management Performance

The Government will consider whether the Contractor's organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals and whether their lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. In addition, the Government will consider whether the Contractor effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies and if applicable, whether they meet or exceed their small business subcontracting goals.

(4) Technical Performance

Of major importance in evaluating the Contractor's technical performance will be the demonstration of commitment by the Contractor to meet the requirements of the Task Order. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated in this category. In addition, the Contractor's approach to solving problem areas presented by the Government will be evaluated as a measure of competence.

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b. The following evaluation ratings are descriptive of the elements that will be evaluated. Not all elements under a rating description may apply. Elements of Contractor performance may be descriptive under more than one rating and therefore the Government reserves the right to determine the most appropriate rating for the performance category based on which rating the preponderance of the elements fall under.

Cost Performance

Unsatisfactory - Failed to manage or control costs within contract and task projections. A large percentage of actual costs exceeded task estimates. Most cost documentation was inadequate and costs were difficult to track. Reporting of costs were untimely, incomplete, and inaccurate. Contractor made no efforts in cost reduction/cost avoidance.

Satisfactory - Took minimum action to manage and control costs within contract and task. Some actual costs exceeded task estimates. Some cost documentation was adequate, but costs were difficult to track. Reporting of costs were sometimes timely, complete, and accurate. Contractor made little effort in cost reduction/cost avoidance.

Good - Costs were managed and used in a cost-effective manner. Costs incurred were consistent with estimated costs and cost management guidelines. Budget and cost management practices and procedures met requirements. Most cost projections were met. Cost documentation was adequate and easy to track. Cost reporting was timely, complete and accurate. Cost made some effort in cost reduction/cost avoidance.

Excellent - Costs were managed and controlled by working with customers and program office. Almost all cost projections were met or under-run. Some gains were made in reducing task costs. Costs were tracked well enough to identify most variances. Projections were made for the use of some excess funds & efforts were undertaken to ensure these funds were used or returned to the customer. Contractor made great effort in the area of cost reduction/cost avoidance.

Outstanding - Costs were managed and controlled by working with customers and program office. All cost projections were met or under-run. Significant gains were made in reducing task costs. Costs were tracked well enough to identify all variances. Projections were made for the use of most excess funds and efforts were undertaken to ensure these funds were used or returned to the customer. Contractor's efforts in the area of cost reduction/cost avoidance went beyond the expectations of the Government.

Schedule Performance

Unsatisfactory - Failed to manage or control scheduled deliverables within contract and task projections. A large percentage of scheduled deliverables were late. Deliverables were often submitted in a format that was incomplete, unclear, not concise, technically inaccurate, and not easily understood. Most documentation was inadequate and schedule was difficult to track. Schedule and deliverable reporting were untimely, incomplete, and inaccurate. Any required corrections were extensive in nature and Contractor was slow to correct. The Contractor did not identify problems areas upfront, and made no efforts to overcome problems to maintain schedules.

Satisfactory - Took minimum action to manage and control scheduled deliverables within

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contract and task. Some actual scheduled deliverables met task estimates. Deliverables were submitted in an acceptable format but were sometimes incomplete, not concise, technically inaccurate, and not easily understood. Some documentation was adequate but schedule was difficult to track. Schedule and deliverable reporting were sometimes timely, complete, and accurate. Some corrections were extensive in nature and Contractor was usually timely in making corrections. The Contractor sometimes identified problems areas upfront and made little effort to overcome problems to maintain schedules.

Good - Schedule was managed within contract and task requirements. Deliverables were consistent with estimated schedule and deliverable guidelines. Deliverables were submitted in an acceptable format and were complete, concise, technically accurate, and easily understood. Documentation is adequate and schedule was easy to track. Corrections were minor in nature and Contractor made corrections in a timely manner. The Contractor identified problems areas upfront and made efforts to overcome problems to maintain schedules.

Excellent - Schedule was managed within contract and task requirements and deliverables were submitted on time or sometimes ahead of schedule. Deliverables sometimes exceeded requirements and were submitted in a manner that was complete, concise, technically accurate, and easily understood. Corrections were very few and minor and corrected in an expeditious manner. The Contractor was proactive in identifying problem areas upfront and made great efforts to overcome problems to maintain schedules.

Outstanding - Schedule was managed so that deliverables were consistently ahead of schedule and within contract and task requirements. Deliverables consistently exceeded requirements and were submitted in a manner that was complete, concise, and technically accurate, and easily understood. No corrections were required for deliverables. The Contractor provided early identification of problems areas and made great accomplishments in overcoming problems to maintain schedules.

Management Performance

Unsatisfactory - Contractor's organizational structure did not provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were not defined, clearly understood, and did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor did not effectively integrate all functional area requirements into an overall team effort in order to optimize program efficiencies. Failed to provide qualified personnel for all tasks. Management was extremely slow in updating staffing after repeated feedback from customer. A large percentage of the staff was not in place when required by the task. Customer was very dissatisfied with staffing efforts. If applicable, small business subcontracting goals were not met.

Satisfactory - Contractor's organizational structure was marginally adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined and understood but did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor sometimes integrated all functional area requirements into an overall team effort in order to produce program efficiencies. Management was slow to update manning after repeated feedback from customer or as required by this Task Order and Technical Instructions. Some staff were not available when required by the task. Customer

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was marginally dissatisfied with staffing efforts. If applicable, Small business subcontracting goals were not totally met.

Good - Contractor's organizational structure was adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined, understood, and facilitated exchanges of information, both technical and contractual, to meet project goals. Contractor integrated all functional area requirements into an overall team effort in order to provide program efficiencies. Provided fully qualified staff in almost all cases. Management was cognizant of customer needs and provided almost all of the staffing required on assigned tasks when required by the task. Customer was reasonably satisfied with staffing efforts. If applicable, small business subcontracting goals were met.

Excellent - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies. Provided fully qualified staff in all cases. Management was cognizant of customer needs and provided 100% of the staffing required on assigned tasks when required by the task. Customer was well satisfied with staffing efforts. If applicable, small business subcontracting goals were met and sometimes exceeded.

Outstanding - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve and sometime exceed project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet and sometimes exceed project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies and exceed Government expectations. Provided fully qualified staff in all cases and exceptionally qualified staff in some cases. Personnel status was frequently reviewed to ensure customer needs were met. 100% of the staffing required on assigned tasks was provided when required by the task. Customer was extremely satisfied with staffing efforts. If applicable, small business subcontracting goals were consistently exceeded.

Technical Performance

Unsatisfactory - Failed to meet most task/contract requirements. Work was poorly organized, unprofessional, and required much interpretation or rework. Contractor's response to taskings was slow and work produced was consistently inaccurate. Contractor's approach to solving problem areas presented by the Government did not demonstrate a level of competence. Customer was very dissatisfied with performance.

Satisfactory - Work was of marginal quality in some cases and required some interpretation or rework. Contractor's response to taskings was sometimes slow and work produced is sometimes inaccurate. Contractor's approach to solving problem areas presented by the Government demonstrated a minimum-level of competence. Customer was marginally satisfied with performance.

Good - Majority of work was adequate and required little rework. Contractor's response to taskings was timely. Contractor's approach to solving problem areas presented by the

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SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK

ORDER 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:

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

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

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Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite 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.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

The successful Offeror, in performing the tasks associated with this Statement of Work, may create a potential or actual organizational conflict of interest in its, its parent company's, its subsidiary or wholly owned affiliates, ability to provide existing or future hardware, software, integration, construction or other products or services for consideration for use on the LCS.

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

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accordance with the requirements of FAR 9.5.

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

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become,

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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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval prior to proposal submission. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement Task Order resulting from this solicitation.

52.216-10 INCENTIVE FEE (MAR 1997) (Cost Incentive Fee applicable to Labor CLIN 4000, Option CLINs (if and to the extent exercised) 4001, 4100, 4101, 4201, 4301, and 4401, and Award Term CLINs (if awarded) 4200, 4300, and 4400.)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of

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out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any

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other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

- 4001 No later than 12 months after the Task Order Award.
- 4003 No later than 12 months after the Task Order Award.
- 4100 No later than 24 months after the Task Order Award.
- 4101 No later than 24 months after the Task Order Award.
- 4102 No later than 24 months after the Task Order Award.
- 4103 No later than 24 months after the Task Order Award.
- 4201 No later than 36 months after the Task Order Award.
- 4203 No later than 36 months after the Task Order Award.
- 4301 No later than 48 months after the Task Order Award.
- 4303 No later than 48 months after the Task Order Award.
- 4401 No later than 54 months after the Task Order Award.
- 4403 No later than 54 months after the Task Order Award.
- 6100 No later than 24 months after the Task Order Award.

(b) If the Government exercises this option, the extended delivery order shall be considered to include this option clause.

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SECTION J LIST OF ATTACHMENTS

Attachment 2 - DRAFT DD254

Attachment 3 - NDA Form

Attachment 4 - Past Performance Questionnaire

Attachment 5 - Previous Contract Efforts

Exhibit A - CDRLS

Attachment 1 - Cost Summary Format