

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 01-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-60184		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 donna.stride@navy.mil 301-227-5749	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

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donna.stride@navy.mil 301-227-5749

DCMA SAN DIEGO
7675 DAGGET STREET, SUITE 200
SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation 10260 Campus Point San Diego CA 92121		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FD02
		10B. DATED (SEE ITEM 13) 26-Apr-2006
CAGE CODE 52302	FACILITY CODE 148095086	

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.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral modification in accordance with FAR Clause 52-232-22 'Limitation of Funds'

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Douglas M Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Douglas M Smith	16C. DATE SIGNED 01-Jun-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

GENERAL INFORMATION

[REDACTED] is to provide the [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

This is a performance-based statement of work. The efforts performed hereunder will be evaluated in accordance with performance standards and acceptance quality levels delineated below and the methods described in Section H.

1 SCOPE AND PURPOSE

This Statement of Work (SOW) establishes the task requirements for engineering support services for planning, design, specification, development, integration, and testing of the South TOTO Acoustic Measurement Facility (STAFAC) High Gain Measurement System (HGMS) arrays. STAFAC is a four-year program, beginning in FY05, that replaces the existing submarine radiated noise, high gain measurement systems that are currently deployed from the USNS HAYES. The current systems, including USNS HAYES, are nearing their end-of-life and require replacement prior to FY09.

2 BACKGROUND

STAFAC will serve as the primary acoustic measurement facility for U.S. Navy Atlantic Fleet submarines. The facility will be installed at the Atlantic Undersea Test and Evaluation Center (AUTECC), which is located on Andros Island in the Bahamas. The underwater acoustic measurement arrays will be moored in the South Tongue-of-the-Ocean (STOTO) approximately 40 miles east of AUTECC Site 4. Data will be telemetered via fiber optic cable to a data acquisition and processing lab located at AUTECC Site 1. Control, communications, and test vessel tracking will also be conducted from Site 1.

The Carderock Division, Naval Surface Warfare Center (NSWCCD) has the responsibility for design, development, integration, test, and validation of measurement arrays and processing systems for accomplishing radiated noise measurements on U.S. Navy Atlantic and Pacific Fleet submarines. In addition, NSWCCD currently has the responsibility of operating and maintaining the submarine acoustic radiated noise measurement facilities in South TOTO, Bahamas (Atlantic Fleet) and Southeast Alaska (Pacific Fleet).

Upgrades to the Southeast Alaska Acoustic Measurement Facility (SEAFAC) systems are presently underway with Phase 1 scheduled for completion in November 2005. Upgrades to SEAFAC systems include the addition of a High Gain Measurement System (HGMS) for measuring the ultra-quiet radiated noise signatures of the USS SEAWOLF and USS VIRGINIA Class boats when they enter the Pacific Fleet beginning in FY06. An important goal of the STAFAC Program is to bring both systems and measurements commonality between STAFAC and SEAFAC to reduce future costs associated with operations and maintenance, as well as execution and reporting of trials. Thus, the objective of the STAFAC Program is to replicate the SEAFAC systems at STAFAC to the maximum extent.

3 REFERENCE DOCUMENTS

See Section J

4 TASK REQUIREMENTS

The following task requirements describe the engineering support services requirements related to the design, development, integration, and testing of the STAFAC HGMS arrays. The tasks are broken into six subtasks based on the systems engineering process, which comprise:

- System Design and Specification,
- System Development,
- System Integration and Testing,

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- System Acceptance Testing,
- Documentation and Training,
- SEAFAC Upgrades Development, Integration, & Test Support.

4.1 Task Area 1: System Design and Specification

The contractor shall conduct a detailed design of the HGMS Array subsystem upon completion of the preliminary design task. The detailed design efforts to be executed are described in the following paragraphs.

An updated requirements traceability matrix shall be provided that traces all Hardware Configuration items (HWCI), Computer Software Configuration items (CSCI), Hardware Units (HWU), and Software Units (SWU) to each system requirement specified in Section 4.1.

The contractor shall perform detailed design of all HWUs and SWUs and identify any units that are different from the SEAFAC Upgrade system design. For those units that are different, the contractor shall provide a complete detailed design package that shall include, but not be limited to, mechanical design drawings and specifications, electrical design drawings and specifications, hardware procurement specifications, CSCI/SWU detailed design (if applicable), interface design drawings and specifications, electrical and mechanical interface compatibility, power distribution and grounding design, prototype and mockup test/demonstration results, firmware design specifications, RMA design specifications, for the HWUs and SWUs that are the same as the SEAFAC Upgrade HGMS array subsystem, the contractor shall identify and compile copies of all design documents and drawings.

The contractor shall document the detailed design data compiled during execution of the tasks described above into two primary detailed design description documents: (1) System/subsystem Design Description (SSDD), and (2) Interface Design Description (IDD). These documents shall be provided as deliverables to the government IAW Section 4.1.1 and shall be completed prior to commencement of the HGMS Array Critical Design Review.

At the conclusion of the design and specification task, the contractor shall prepare and conduct a formal Critical Design Review (CDR) of the HGMS Array subsystem and interfaces. This review may be held in conjunction with the other STAFAC subsystem design reviews. The purpose of the CDR is to ensure that the detailed design of each hardware and software (if applicable) configuration item satisfies the system and user requirements, demonstrates reasonable risk with regards to producibility, cost, and schedule, and the design is stable and drawings are sufficiently complete. During the CDR, the contractor shall present a review of the following items:

- Detailed design synthesis of the hardware or software unit being reviewed,
- Functional flow, requirements allocation data, and detailed schematics (for HWUs) and data flow diagrams (for SWUs),
- Electrical drawings and specifications
- Mechanical drawings and specification
- Hardware procurement specifications
- Detailed Interface design definitions (IDD),
- Prototype and mockup test and/or demonstration results
- Power distribution and grounding design,
- Detailed RMA analysis,
- Producibility and manufacturability analysis,

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- Firmware specifications,
- Manufacturing readiness assessments,
- Detailed Design, Development, and Test schedule, and
- Integrated logistics support data including sparing recommendation.

Upon completion of the CDR, the contractor shall publish and distribute copies of the CDR minutes including all presentation materials and action items identified during the review.

4.1.1 Task Area 1: Detailed Design Deliverables

The contractor shall, upon completion of the HGMS Array detailed design phase, deliver the following documents:

Deliverable 1st Submission Due Subsequent Submissions

System/Subsystem Design Description, Revision 1 6/30/06, Final Draft 7/31/06

Subsystem Interface Design Description, Revision 1 6/30/06, Final Draft 7/31/06

Mechanical and Electrical Design Drawings due by 7/31/06

Firmware Specifications due by 7/31/06

HWU/SWU Requirements Traceability Matrix, Revision 1 due by 7/31/06

Critical Design Review (CDR) Minutes and Action Items due by 9/05/06

4.1.2 Task Area 1: Detailed Design Performance Requirements Summary

Primary Performance Objectives Performance Standard/AQL Performance Assessment Method

Delivery of Detailed Design Documents listed in Section 4.3.1 Accurate and complete deliverables received within deadlines identified by task manager Review of deliverables and adherence to schedule

Effective cost control funds and resources are used in a cost effective manner and costs are within task order estimates Bi-weekly monitoring of the summary and monthly invoices

Quality of services Quality of services meet or exceed task order requirements 95% of time Regular communications with the task order manager (TOM)

4.1.3 Task Area 1: Detailed Design Period of Performance

The detailed design task shall be completed no later than 30 September 2006.

4.2 Task Area 2: HGMS Array Subsystem Development, Integration, and Testing

Upon completion of the detailed design phase, the contractor shall provide two (2) complete integrated and tested HGMS Array subsystems with spares. Each HGMS array subsystem shall consist of, but not be limited to, the following subsystem elements:

- Array frames (structural components),

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- Mooring subsystem interfaces
- Array sensor staves (excluding vector sensor arrays (VSA)),
- Power, calibration, telemetry electronics,
- Instrument pressure vessels (IPV),
- High frequency arrays (HFA)
- Wideband Omni-directional (WBO) Hydrophone assemblies (cables, hydrophones, mounts, etc.)
- Acoustic sources,
- Engineering sensors,
- Interface cabling between PCT electronics and sensors,
- Shore cable subsystem interfaces.

The HGMS subsystems shall conform to the requirements specified in References (a) and (b), and the detailed design specified in Section 4.1 of this task order.

The contractor shall integrate and test the HGMS array subsystem elements listed above. Integration and testing includes all efforts related to planning, coordination, execution, and reporting. Prior to conducting integration and test efforts, the contractor shall prepare integration and test plans and procedures for the HGMS array subsystem that begins with integration and testing of unit prototypes and first articles through final factory acceptance testing of the integrated HGMS array subsystems and spares. All testing performed under this section shall be conducted at the contractors and/or subcontractors facilities using contractor/subcontractor resources.

The contractor shall provide test-planning document sets for the two integration and test phases. The first integration and test phase will comprise integration and testing of the various subsystem units, while the second phase will comprise formal factory acceptance testing (FAT) of the integrated HGMS array subsystem. The FAT plan and procedures will describe the tests required to demonstrate full compliance with the requirements, which is a pre-requisite for the government to accept and take delivery of the HGMS array subsystems. Each test document set shall consist of three documents: (1) test plan, (2) test procedures, and test report. Generally, test plans will identify who, what, where, and when, but not the how. Specifically, test plans will identify the hardware (HWCI and HWU) and software (CSCI and SWU) items to be tested, the type of test, the test environment (location and resources), and the test schedule. Test procedures will provide detailed descriptions of the tests identified in the test plans. The test procedures document shall, at a minimum, describe the requirements to be addressed, pre-requisites and assumptions, test inputs, expected test results, evaluation criteria, and the step-by-step procedures required to conduct the test. The test report will provide a thorough assessment of the tests along with detailed test results. The test report shall identify any discrepancies (i.e, out of spec items) and provide recommendations for correcting these discrepancies.

The contractor shall also be responsible for planning, coordinating, and conducting a test readiness review (TRR) for the HGMS array subsystem. The TRR shall be a formal review that demonstrates the contractor's readiness to begin formal factory acceptance testing (FAT) of the hardware and software configuration items. The contractor will have completed each of the following items before conducting the TRR:

- Integration and Test Plan,
- Integration and Test Procedures,
- Integration and Test Report,
- Factory Acceptance Test (FAT) Plan, and

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- FAT Procedures

In addition the contractor shall present the following items at the TRR:

- System and/or interface requirements changes,
- Design changes,
- Hardware or software problems,
- Schedule of remaining tasks, and
- Design document updates

The government will attend and witness all or any part of the factory acceptance testing. The TOM shall be notified two (2) weeks prior to testing.

4.2.1 Task Area 2: HGMS Array Subsystem Development, Integration, and Testing Deliverables

The contractor shall, upon completion of Task Area 4, deliver the following items:

Deliverable 1st Submission Due Subsequent Submissions

Two (2) integrated HGMS Array subsystems and spares as described in section 4.4 of this task order due by 12/20/07

As-built HGMS Array electrical and mechanical drawings 1st Submission due by 11/20/07, Subsequent submission due by 12/20/07

As-built HGMS Array Subsystem Design Description (SSDD) Document. 1st Submission due by 11/20/07, Subsequent Submission due by 12/20/07

As-built HGMS Array Interface Design Description (IDD) Document 1st Submission due by 11/20/07, Subsequent Submission due by 12/20/07

4.2.2 Task Area 2: HGMS Array Subsystem Development, Integration, and Testing Performance Requirements Summary

Primary Performance Objectives Performance Standard/AQL Performance Assessment Method

Delivery of two (2) fully integrated and tested High Gain Measurement System (HGMS) Arrays and spares Complete HGMS array subsystems and spares received on schedule and conforming to requirements specified in SIRS document Adherence to cost and schedule baseline and system and interface requirements specifications (SIRS)

As-built electrical and mechanical drawings and design description documents listed in Section 4.4.1 Accurate and complete deliverables received within deadlines identified by task manager Review of deliverables and adherence to schedule

Effective cost control funds and resources are used in a cost effective manner and costs are within task order estimates bi-weekly monitoring of the summary and monthly invoices

Quality of services Quality of services meet or exceed task order requirements 95% of time Regular communications with the task order manager (TOM)

4.2.3 Task Area 2: HGMS Array Subsystem Development, Integration, and Testing Period of Performance

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The HGMS Array Subsystem development, integration, and testing efforts shall be completed no later than 20 December 2007.

4.3 Task Area 3: HGMS Array Subsystem Documentation and Training

The contractor shall provide documentation and training for the HGMS Array subsystem to support future operations and maintenance (O&M). The documentation shall include O&M documentation to aid the operators/users during system integration and testing as well as for long term integrated logistic support (ILS). The O&M manual will include detailed procedures and precautions for operating the subsystem as well as detailed maintenance procedures for performing maintenance repairs at the line replaceable unit (LRU) level. All documentation including the O&M manuals shall be compiled and delivered to the government.

The contractor shall also provide operations and maintenance training of government and contractor personnel during integration and testing phases of the task. This training will be conducted at the contractor's facilities and/or the government's system integration facility in South Florida. Training shall include classroom training using the as-built documents and drawings as course material and on-the-job training during assembly, setup, and integration with other STAFAC subsystems. The contractor shall provide a training plan that outlines the process of training operations and maintenance personnel.

4.3.1 Task Area 3: Subsystem Documentation and Training Deliverables

The contractor shall deliver the following documents at the conclusion of this task:

Deliverable 1st Submission Due Subsequent Submissions

HGMS Array Subsystem Operations and Maintenance Manuals 1st Submission due by 11/20/07, Subsequent Submission due by 12/20/07

HGMS Array Subsystem Training Plan 1st Submission due by 11/20/07, Subsequent Submission due by 12/20/07

4.3.2 Task Area 3: Subsystem Documentation and Training Performance Requirements Summary

Primary Performance Objectives Performance Standard/AQL Performance Assessment Method

HGMS Array Subsystem Operations and Maintenance Manuals and Training Plan Accurate and complete deliverables received within deadlines identified by TOM. Review of deliverables and adherence to schedule

Effective cost control Funds and resources are used in a cost effective manner and costs are within task order estimates Bi-weekly monitoring of the summary and monthly invoices

Quality of services Quality of services meet or exceed task order requirements 95% of time Regular communications with the task order manager (TOM)

4.3.3 Task Area 3: Subsystem Documentation and Training Period of Performance

Documentation and training efforts shall be completed no later than 30 September 2008.

4.4 Task Area 4: Program Management and Technical Support

The contractor shall also provide program management and technical engineering support services in four different sub-task areas as described below.

4.4.1 Task Area 4.1: Program Management Support

The contractor shall provide qualified program management support personnel to manage and report on the tasks described in this task order. Program management support shall include, but not be limited to; documenting and

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issuing weekly status reports, establishing and reporting cost and schedule status reports (CSSR) using accepted earned value management (EVM) techniques, and preparing and presenting technical status at STAFAC Monthly Status Reviews (MSR) in Carderock, MD.

4.4.2 Task Area 4.2: System Integration and Test Support

The contractor shall provide qualified technical personnel to support the government during dry system integration and testing at the South Florida Test Facility in Port Everglades, FL. The contractor shall also assist the government in assembly, setup, and disassembly of the HGMS array at the beginning and end of the dry system integration and test phase.

4.4.3 Task Area 4.3: System Installation Support

The contractor shall provide qualified technical personnel to support installation of the HGMS arrays in South TOTO waters near Andros, Bahamas. Installation support will require personnel to lie on an installation platform/ship for a period of up to two weeks. The contractor will provide technical advice and oversee the installation personnel during preparation and installation of the HGMS arrays.

4.4.4 Task Area 4.4: In-situ Test and System Validation Test Support

The contractor shall provide qualified technical personnel to support in-situ system validation testing of the HGMS array subsystem. This support will require the contractor personnel to travel to AUTECH Site 1 on Andros Island in the Bahamas for a period of up to one month. Support under this task may include test planning, coordination, test conduct, analysis, and reporting.

4.4.5 Task Area 4: Subsystem Documentation and Training Deliverables

The contractor shall deliver the following documents as part of task area 5:

Deliverable 1st Submission Due Subsequent Submissions

Weekly Status Reports 15 DATO Weekly

Cost and Schedule Status Report (CSSR) – EVM Based 45 DATO Monthly

4.4.6 Task Area 4: Program Management and Technical Support Performance Requirements Summary

Primary Performance Objectives Performance Standard/AQL Performance Assessment Method

Weekly Status Reports (WSR) and Monthly Cost and Schedule Status Reports (CSSR) Accurate and complete deliverables received within deadlines identified by task manager Review of deliverables and adherence to schedule

Effective cost control Funds and resources are used in a cost effective manner and costs are within task order estimates Bi-weekly monitoring of the summary and monthly invoices

Quality of services Quality of services meet or exceed task order requirements 95% of time Regular communications with the task order manager (TOM)

4.4.7 Task Area 4: Program Management and Technical Support Period of Performance

Program management and technical support efforts shall be completed by no later than 30 September 2008.

4.5 Task Area 5: STAFAC and SEAFAC Operations and Maintenance Support

The contractor shall provide qualified technical personnel to support operations and maintenance of the HGMS Array system after STAFAC IOC, which is 30 September 2008. This support shall include assisting the government

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with system operations and maintenance during the first year of service. This support shall include direct operations of equipment and software and assisting government O&M personnel as well as system upgrades required to operate and maintain the systems in the most cost effective manner. This support shall require the contractor to travel for periods of up to 30 days at AUTECH on Andros Island, Bahamas.

The contractor shall provide qualified technical personnel to support operations and maintenance of the HGMS Array systems at SEAFAC beginning in FY06. This support shall include assisting government and government contractor personnel with system operations and maintenance in both Static and Underway sites. This support shall include direct operations of hardware and software and assisting government O&M personnel with system upgrades required to operate and maintain the systems in the most cost effective manner. This support shall require the contractor to travel for periods of up to 30 days at SEAFAC in Ketchikan, Alaska.

The contractor shall also support maintenance activities including recovery and repair of the arrays on-site while onboard a recovery/installation platform, repair of array hardware at AUTECH or SEAFAC, and repairs back at the contractor's facility. This support shall also include re-production of array components (hardware units) to replace damaged ones as required. These units shall include, but not be limited to, array frames, instrument pressure vessels, HGMS array staves, power, calibration, and telemetry electronics, WBO hydrophones and riser cables, and engineering sensors. In addition, the contractor shall provide recommended improvements to HGMS array system components upon completion of each operation and maintenance support trip.

4.5.1 Task Area 5: Operations and Maintenance Support Deliverables

The contractor shall deliver the following documents at the conclusion of this task:

Deliverable 1st Submission Due Subsequent Submissions

Travel Reports ASREQ ASREQ

4.5.2 Task Area 5: Operations and Maintenance Support Performance Requirements Summary

Primary Performance Objectives Performance Standard/AQL Performance Assessment Method

Travel Reports Accurate and complete deliverables received within deadlines identified by task manager Review of deliverables and adherence to schedule

Effective cost control Funds and resources are used in a cost effective manner and costs are within task order estimates Bi-weekly monitoring of the summary and monthly invoices

Quality of services Quality of services meet or exceed task order requirements 95% of time Regular communications with the task order manager (TOM)

4.5.3 Task Area 5: Operations and Maintenance Support Period of Performance

Documentation and training efforts shall be completed no later than 30 September 2009.

5 SPECIAL CONSIDERATIONS

5.1 Security Requirements

Services under this task order may be classified at the SECRET level in accordance with the DD form 254 included as an attachment.

6 REPORTS

Report Name 1st Submission Date Subsequent Submission Date

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POA&M 15 DATO ASREQ

TRAVEL REPORTS AFTER 1ST TRIP ASREQ

CONFERENCE AGENDA/MINUTES ASREQ ASREQ

CONTRACT STATUS REPORTS 45 DATO MONTHLY

COST AND SCHEDULE STATUS REPORTS - EVM BASED 45 DATO MONTHLY

TASK REPORT AT TASK COMPLETION ASREQ

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of the base IDIQ contract.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	AFTER DATE OF TASK ORDER
1000 & 3000	ALL	4 years after effective date of Task Order assuming incremental funding is provided

[REDACTED]

[REDACTED]

[REDACTED] NA Four (4) Years

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 67,227 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

[REDACTED]

[REDACTED]

[REDACTED] level of effort for this contract shall be expended at an average rate [REDACTED] It is

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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:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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.

(End of Clause)

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide

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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)

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

Issue DODAAC	N00167
Admin DODAAC	S5111A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N/A
Service Acceptor DODAAC	N00167
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	HAA47B
LPO DODAAC	N/A
Inspection Location	N/A

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Acceptance Location

N00167

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.

[REDACTED]
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(End of Clause)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance under each individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings for Individual Task Orders

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the Contracting Officer to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least "Satisfactory" overall performance under each task order.

(d) Performance Evaluation Criteria. The contractor's performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this contract clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, and the Contracting Officer's Representative (COR) (the COR is replaced by a Task Order Manager (ToM) for SeaPort-e task orders). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a COR/ToM.

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(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports. In the case of a SeaPort-e task order, in lieu of a COR, a Task Order Manager (ToM) will maintain the records and coordinate/compile the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report .

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in

length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR's/TPOC's/ToM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's/TPOC's/ToM'S recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2). Contractor provides highly qualified

Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
			Reductions in direct

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Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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SECTION I CONTRACT CLAUSES

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA)(JUL 2000) is hereby invoked in accordance with the Basic Contract.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor that 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 task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Reference (A)

Reference (B)

DD Form 254 Security Classification Specification

Government Furnished Property incorporated under Modification no. FD0208