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| 2. AMENDMENT/MODIFICATION NO. 28 | 3. EFFECTIVE DATE 25-Feb-2015 | 4. REQUISITION/PURCHASE REQ. NO. N/A, Ref DCMA Mod 1A | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 | CODE N00164 | 7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151 | CODE S2404A |

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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-FC01 |
| | 10B. DATED (SEE ITEM 13) 16-Apr-2007 |
| CAGE CODE 8D014 | FACILITY CODE |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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| (*) | 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 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). Reference DCMA Mod 1A |
| <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) Donna J Reynolds, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 16B. UNITED STATES OF AMERICA |
| 15C. DATE SIGNED | 16C. DATE SIGNED 25-Feb-2015 |
| (Signature of person authorized to sign) | BY /s/Donna J Reynolds (Signature of Contracting Officer) |

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GENERAL INFORMATION

DEFENSE FINANCIAL ACCOUNTING SERVICE...DO NOT PROCESS THIS MODIFICATION. DOING SO WILL CAUSE A CREDIT BALANCE UNLIQUIDATED OBLIGATION FOR SUBCONTRACT LINE ITEM NUMBERS (SLINs) 100055, 300049, & 300056 ACCOUNTING CLASSIFICATION REFERENCE NUMBERS (ACRNs) G1 & H2. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) MOD 1A WAS PROCESSED ON 29 SEPTEMBER 2014 DECREASING THESE SLINS/ACRNS FOR THIS SAME DEOBLIGATION OF CANCELLING FUNDS.

NOTE: The purpose of this modification is for Administrative purposes only to update the SeaPort-e Portal Service contract writing system for DCMA Modification 1A executed effective 29 September 2014. DCMA Modification 1A was issued to deobligate FY 2014 cancelling funds from subject contract. This SeaPort-e generated modification corrects Section B and Section G funding to mirror DCMA Mod 1A. Accordingly, said Task Order is modified as follows:

The total amount of funds obligated to the task is hereby decreased from \$10,288,049.08 by \$10,312.71 to \$10,277,736.37.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|----------------------|------------|------------|------------|
| 100055 | Fund Type - OTHER | 580,000.00 | (8,310.85) | 571,689.15 |
| 300049 | Fund Type - OTHER | 500,000.00 | (1,910.39) | 498,089.61 |
| 300056 | Fund Type - OTHER | 2,960.00 | (91.47) | 2,868.53 |

The total value of the order is hereby increased from \$10,308,930.00 by \$0.00 to \$10,308,930.00.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|----------------|
| 1000 | R425 | Engineering, Technical and management Support Services for Electro-Optics Division in accordance with the Statement of Work found in Section C for the entire 32 month period of performance. (Fund Type - OTHER) | | LO | | | \$7,408,930.00 |
| 100001 | R425 | Incremental funding for CLIN 1000 \$100,000 ACRN A1 Document No. F4FDAG6291G001 TI 004 Labor for U28 Program De-obligated \$ 0.03 (Decrease Funds) on Mod 26. (Fund Type - OTHER) | | | | | |
| 100002 | R425 | Incremental funding for CLIN 1000 \$15,479 ACRN A2 Document No. N0001907RX06038 TI 003 Labor for MH-60R Program (Fund Type - OTHER) | | | | | |
| 100003 | R425 | Incremental funding for CLIN 1000 \$52,679 ACRN A3 Document No. N0001907RX05873 TI 002 Labor for MH-60S Program (Fund Type - OTHER) | | | | | |
| 100004 | R425 | Incremental funding for CLIN 1000 \$25,000 ACRN A4 Labor for Army IGNAT/Warrior Program (Fund Type - OTHER) | | | | | |
| 100005 | R425 | Incremental funding for CLIN 1000 \$50,000 ACRN A5 Labor for USAF Program (Fund Type - OTHER) | | | | | |
| 100006 | R425 | Incremental funding for CLIN 1000 \$6,000 ACRN A6 TI 001 Labor for Prototyping that includes painting of GFM IAW drawings provided as GFI in support of Range at Camp Atterbury (Fund Type - OTHER) | | | | | |
| 100007 | R425 | Incremental funding for CLIN 1000 \$40,000 ACRN A7 Labor for TSS Program TI 006 (Fund Type - OTHER) | | | | | |
| 100008 | R425 | Incremental funding for CLIN 1000 \$50,000 ACRN A8 Document # NMM6600519 Labor for U-28 Program TI 007 (Fund Type - OTHER) | | | | | |
| 100009 | R425 | Incremental funding for CLIN 1000 \$595,000 ACRN A9 Doc No. N0001907RX07985 Labor for CH53K | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| | | Program TI 011 (Fund Type - OTHER) | | | | | |
| 100010 | R425 | Incremental funding for CLIN 1000 \$2,215,500 ACRN A9 Doc No. N0001907RX07985 (Fund Type - OTHER) | | | | | |
| 100011 | R425 | Incremental funding for CLIN 1000 \$20000 ACRN B3 TI 015 (Fund Type - OTHER) | | | | | |
| 100012 | R425 | Incremental funding for CLIN 1000 \$100000 ACRN B4 TI 016 (Fund Type - OTHER) | | | | | |
| 100013 | R425 | Incremental funding for CLIN 1000 \$57487.20 ACRN B5 MH60S SOFTWARE (Fund Type - OTHER) | | | | | |
| 100014 | R425 | MOVED TO ODC Incremental funding for CLIN 1000 \$0 ACRN B6 MH60S SOFTWARE MOVED TO ODC (Fund Type - OTHER) | | | | | |
| 100015 | R425 | Incremental funding for CLIN 1000 \$37197.60 ACRN B6 MH60S SOFTWARE (Fund Type - OTHER) | | | | | |
| 100016 | R425 | MOVED TO ODC Incremental funding for CLIN 1000 \$0 ACRN B5 MH60S SOFTWARE Moved to ODC (Fund Type - OTHER) | | | | | |
| 100017 | R425 | Incremental funding for CLIN 1000 \$60000 ACRN B7 USAF ACQ SUPPORT (Fund Type - OTHER) | | | | | |
| 100018 | R425 | Incremental funding for CLIN 1000 \$250000 ACRN B8 TI 009 De-obligated \$3,816.44 (Decrease Funds) on Mod 26. (Fund Type - OTHER) | | | | | |
| 100019 | R425 | Incremental funding for CLIN 1000 \$90000 ACRN A1 DOC NO. F4FDAG6291G001 TI 004 & 007 (Fund Type - OTHER) | | | | | |
| 100020 | R425 | Incremental funding for CLIN 1000 \$1500 ACRN A6 ATTERBURY (Fund Type - OTHER) | | | | | |
| 100021 | R425 | Incremental funding for CLIN 1000 \$32000 ACRN B1 JACYL - MOVED FROM SLIN 300012 (Fund Type - OTHER) | | | | | |
| 100022 | R425 | Incremental funding for CLIN 1000 \$68795.20 ACRN C1 DOC NO. NMM7600475 TI 004 & 007 (Fund Type - OTHER) | | | | | |
| 100023 | R425 | Incremental funding for CLIN 1000 \$132,080.96 ACRN C2 DOC NO. N0001908RXC01L H-1 Support (Fund Type - OTHER) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 100024 | R425 | Incremental funding for CLIN 1000 \$250,000 ACRN C3 (Fund Type - OTHER) | | | | | |
| 100025 | R425 | Incremental funding for CLIN 1000 \$50,000 ACRN C5 TI 002 MH60S SUPPORT (Fund Type - OTHER) | | | | | |
| 100026 | R425 | Incremental funding for CLIN 1000 \$100,000 ACRN C6 DOC NO. MIPR8BCRNGAB01 TI 020 & 021 ARMY PM-UAS ENG & LOG SUPPORT (Fund Type - OTHER) | | | | | |
| 100027 | R425 | Incremental funding for CLIN 1000 \$33,000 ACRN C7 TI 006 TSS (Fund Type - OTHER) | | | | | |
| 100028 | R425 | Incremental funding for CLIN 1000 \$35,500 ACRN C8 DOC NO. N0001907RX07732 TI 012 (Fund Type - OTHER) | | | | | |
| 100029 | R425 | Incremental funding for CLIN 1000 \$15000 ACRN C9 TI NO 015 H-1 Support HELMET VISION SYSTEM (Fund Type - OTHER) | | | | | |
| 100030 | R425 | Incremental funding for CLIN 1000 \$325,000 ACRN C4 DOC NO. F4FDAG7288G003 TI NO 007 U28 (Fund Type - OTHER) | | | | | |
| 100031 | R425 | Incremental funding for CLIN 1000 \$1185.77 ACRN D1 TI NO 001 Deobligated \$978.62 on MOD 27, leaving a balance of \$207.15. (Fund Type - OTHER) | | | | | |
| 100032 | R425 | Incremental funding for CLIN 1000 \$5,000 ACRN D2 TI NO TBD MTS Program-ARMY SP Support (Fund Type - OTHER) | | | | | |
| 100033 | R425 | Incremental funding for CLIN 1000 \$15,000 ACRN D3 TI NO 015 Helmet Vision System Support (Fund Type - OTHER) | | | | | |
| 100034 | R425 | Incremental funding for CLIN 1000 \$75,000 ACRN D5 TI NO 006 (Fund Type - OTHER) | | | | | |
| 100035 | R425 | Incremental funding for CLIN 1000 \$10,000 REQN 80719819 ACRN D6 TI NO 003 H-60R (Fund Type - OTHER) | | | | | |
| 100036 | R425 | Incremental funding for CLIN 1000 \$100,000 REQN 80719826 ACRN D7 TI NO 024 PREDATOR DEPOT OCONUS (Fund Type - OTHER) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 100037 | R425 | Incremental funding for CLIN 1000 \$200,000 REQN 80719901 ACRN D8 TI NO 004, 007, 022 U28 (Fund Type - OTHER) | | | | | |
| 100038 | R425 | Incremental funding for CLIN 1000 \$47,573.78 REQN 80719962 ACRN D9 TI NO 019 ACQ SUPPORT (Fund Type - OTHER) | | | | | |
| 100039 | R425 | Incremental funding for CLIN 1000 \$125,000 REQN 80919845 ACRN E7 TI NO 025 MRAP SUPPORT (Fund Type - OTHER) | | | | | |
| 100040 | R425 | Incremental funding for CLIN 1000 \$35,420 REQN 81067896 ACRN E2 TI NO 018 MH60R SOFTWARE LOAD SETS (Fund Type - OTHER) | | | | | |
| 100041 | R425 | Incremental funding for CLIN 1000 \$140,000 REQN 81203211 ACRN E8 F4FDAG7288G003 (AB) TI NO 007 U28 (Fund Type - OTHER) | | | | | |
| 100042 | R425 | Incremental funding for CLIN 1000 \$3,220 REQN 81067771 ACRN E9 DOC NO N6833508RX00190 (AA) TI NO 018 MH60R SOFTWARE LOAD SETS (Fund Type - OTHER) | | | | | |
| 100043 | R425 | Incremental funding for CLIN 1000 \$9,660 REQN 81067787 ACRN F1 DOC NO. N0001908RX72960 (AA) TI NO 018 PMA290 SOFTWARE LOAD SETS (Fund Type - OTHER) | | | | | |
| 100044 | R425 | Incremental funding for CLIN 1000 \$38,640 REQN 81067878 ACRN E3 TI NO 018 MH60S SOFTWARE LOAD SETS (Fund Type - OTHER) | | | | | |
| 100045 | R425 | DEOB TO \$0 MOD 16 Incremental funding for CLIN 1000 \$140,000 REQN 81203211 ACRN F2 DOC NO. F4FDAG7288G003 (AC) TI NO 07 U28 (Fund Type - OTHER) | | | | | |
| 100046 | R425 | Incremental funding for CLIN 1000 \$240,000 REQN 81203277 ACRN F3 TI NO 007 U28 Deobligated \$4,680.06 on MOD 26, leaving a balance of \$235,319.94. (Fund Type - OTHER) | | | | | |
| 100047 | R425 | Incremental funding for CLIN 1000 \$25,000 REQN 81213929 ACRN D6 TI NO 015 HELMET VISION SYSTEM SUPPORT (Fund Type - OTHER) | | | | | |
| 100048 | R425 | Incremental funding for CLIN 1000 \$45,263 REQN 81225164 ACRN F4 TI NO 002 MH60S SUPPORT (Fund Type - OTHER) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 100049 | R425 | Incremental funding for CLIN 1000 \$200,000 REQN 81288543 ACRN E5 TI NO 09,13, 14 DEPOT ENG LABOR (Fund Type - OTHER) | | | | | |
| 100050 | R425 | Incremental funding for CLIN 1000 \$75,000 REQN 81288563 ACRN F5 TI NO 013, 14 DEPOT ENG LABOR (Fund Type - OTHER) | | | | | |
| 100051 | R425 | Incremental funding for CLIN 1000 \$75,000 REQN 81288566 ACRN D9 TI NO 013, 014 DEPOT ENG LABOR (Fund Type - OTHER) | | | | | |
| 100052 | R425 | Incremental funding for CLIN 1000 \$60,000 REQN 81129820 ACRN F6 TI NO 026 MAHR COLLIMATOR (Fund Type - OTHER) | | | | | |
| 100053 | R425 | Incremental funding for CLIN 1000 \$25,000 REQN 81622020 ACRN F8 TI NO 028 LABOR FOR EP-3E PROJECT (Fund Type - OTHER) | | | | | |
| 100054 | R425 | Incremental funding for CLIN 1000 \$3,381.6 REQN 81653683 ACRN F9 TI NO 003 MH60R SOFTWARE LOAD (Fund Type - OTHER) | | | | | |
| 100055 | R425 | Incremental funding for CLIN 1000 \$580,000 REQN 81868684 ACRN G1 TI NO 011 CH-53 PROGRAM (Fund Type - OTHER) Note: FUNDS IN THE AMOUNT OF \$8,310.85 ARE DEOBLIGATED VIA MODIFICATION 28 RESULTING IN A BALANCE OF \$571,689.15. (Fund Type - OTHER) | | | | | |
| 100056 | R425 | Incremental funding for CLIN 1000 \$15,000 REQN 81728395 ACRN G2 TI NO 027 CREW SERVED WEAPON LASERS PROG (Fund Type - OTHER) | | | | | |
| 100057 | R425 | Incremental funding for CLIN 1000 \$30,000 REQN 82462973 ACRN G5 TI NO 006 (Fund Type - OTHER) | | | | | |
| 100058 | R425 | Incremental funding for CLIN 1000 \$45,000 REQN 82462974 ACRN G6 TI NO 016 (Fund Type - OTHER) | | | | | |
| 100059 | R425 | Incremental funding for CLIN 1000 \$45,000 REQN 82337897 ACRN D6 TI NO 015 (Fund Type - OTHER) | | | | | |
| 100060 | R425 | Incremental funding for CLIN 1000 \$65,287 REQN 82473733 ACRN G7 TI NO 026 (Fund Type - OTHER) | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 100061 | R425 | Incremental funding for CLIN 1000 \$10,000 REQN 82538759 ACRN G8 TI NO 012 Deobligated \$233.43 on MOD 26, leaving a balance of \$9,766.57. (Fund Type - OTHER) | | | | | |
| 100062 | R425 | Incremental funding for CLIN 1000 \$176 REQN 82623768 ACRN E8 TI NO 007 (Fund Type - OTHER) | | | | | |
| 100063 | R425 | Incremental funding for CLIN 1000 \$59,290 REQN 82462931 ACRN H4 TI NO 019 (Fund Type - OTHER) | | | | | |
| 100064 | R425 | Incremental funding for CLIN 1000 \$15,000 REQN 82463064 ACRN H5 TI NO 027 (Fund Type - OTHER) | | | | | |
| 100065 | R425 | Incremental funding for CLIN 1000 \$40,000 REQN 8322-0883 ACRN H5 TI NO 016 (Fund Type - OTHER) | | | | | |
| 100066 | R425 | Incremental funding for CLIN 1000 \$60,000 REQN 8322-0884 ACRN H5 TI NO 013 (Fund Type - OTHER) | | | | | |
| 100067 | R425 | Incremental funding for CLIN 1000 \$10,000 REQN 8344-9336 ACRN H6 TI NO 016 (Fund Type - OTHER) | | | | | |
| 100068 | R425 | Incremental funding for CLIN 1000 \$25,000 REQN 8344-9339 ACRN H7 TI NO 019 (Fund Type - OTHER) | | | | | |
| 100069 | R425 | Incremental funding for CLIN 1000 \$47,613.89 REQN 8350-1803 ACRN H8 TI NO 015 Deobligated \$10,989.42 on MOD 26, leaving a balance of \$36,624.47. (Fund Type - OTHER) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|----------------|
| 3000 | R425 | Other Direct Costs in support of CLIN 1000 (Fund Type - OTHER) | 1.0 | LO | \$2,900,000.00 |
| 300001 | R425 | Incremental funding for CLIN 3000 ACRN A1 Document No. F4FDAG6291G001 TI 004 ODC for U28 Program (Fund Type - OTHER) | | | |
| 300002 | R425 | Incremental funding for CLIN 3000 ACRN A2 Document No. N0001907RX06038 TI 003 ODC for MH-60R Program (Fund Type - OTHER) | | | |
| 300003 | R425 | Incremental funding for CLIN 3000 ACRN A3 Document No. N0001907RX05873 TI 002 ODC for MH-60S Program (Fund Type - OTHER) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 300004 | R425 | Incremental funding for CLIN 3000 ACRN A4 ODC for Army IGNAT/Warrior Program (Fund Type - OTHER) | | | |
| 300005 | R425 | Incremental funding for CLIN 3000 ACRN A5 ODC for USAF Program (Fund Type - OTHER) | | | |
| 300006 | R425 | Incremental funding for CLIN 3000 ACRN A6 TI 001 ODC for Camp Atterbury (Fund Type - OTHER) | | | |
| 300007 | R425 | Incremental funding for CLIN 3000 \$8,000 ACRN A7 ODC for TSS Program (Fund Type - OTHER) | | | |
| 300008 | R425 | Incremental funding for CLIN 3000 \$83,158 ACRN A8 Document # NMM6600519 ODC for U-28 Program (Fund Type - OTHER) | | | |
| 300009 | R425 | Incremental funding for CLIN 3000 \$47,000 ACRN A9 Doc No. N0001907RX07985 ODC for CH53K Program TI 011 (Fund Type - OTHER) | | | |
| 300010 | R425 | Incremental funding for CLIN 3000 \$4,000 ACRN A6 ODC for IGNAT/WARRIOR Program (Fund Type - OTHER) | | | |
| 300011 | R425 | Incremental funding for CLIN 3000 \$200,000 ACRN A9 Doc No. N0001907RX07985 (Fund Type - OTHER) | | | |
| 300012 | R425 | MOD 06 DELETED MOVED TO SLIN 100021 Incremental funding for CLIN 3000 Jacyl CCA Support \$32,000 ACRN B1 DELETED MOVED TO SLIN 100021 (Fund Type - OTHER) | | | |
| 300013 | R425 | Incremental funding for CLIN 3000 Jacyl CCA Support \$2,585 ACRN B1 (Fund Type - OTHER) | | | |
| 300014 | R425 | Incremental funding for CLIN 3000 \$131,491 ACRN B2 TI 004 & 007 (Fund Type - OTHER) | | | |
| 300015 | R425 | Incremental funding for CLIN 3000 \$16000 ACRN B9 TI 016 (Fund Type - OTHER) | | | |
| 300016 | R425 | Incremental funding for CLIN 3000 \$10000 ACRN A1 TI 004 & 007 (Fund Type - OTHER) | | | |
| 300017 | R425 | Incremental funding for CLIN 3000 \$626.35 ACRN A6 TI ATTERBURY (Fund Type - OTHER) | | | |
| 300018 | R425 | Incremental funding for CLIN 3000 \$41364.84 ACRN B6 MH60S SOFTWARE (Fund Type - OTHER) | | | |
| 300019 | R425 | Incremental funding for CLIN 3000 \$63927.48 ACRN B5 MH60S SOFTWARE (Fund Type - OTHER) | | | |
| 300020 | R425 | Incremental funding for CLIN 3000 \$9568.76 ACRN C2 Doc. No. N0001908RXC01L H-1 Support (Fund Type - OTHER) | | | |
| 300021 | R425 | Incremental funding for CLIN 3000 \$80,000 ACRN C4 Doc. No. F4FDAG7288G003 (Fund Type - OTHER) | | | |
| 300022 | R425 | Incremental funding for CLIN 3000 \$6,100 ACRN C7 TI NO. 006 TSS (Fund Type - OTHER) | | | |
| 300023 | R425 | Incremental funding for CLIN 3000 \$10,000 ACRN C6 Doc. No. MIPR8BCRNGAB01 TI NO. 020 & 021 ARMY PM - UAS ENG & LOG SUPPORT (Fund Type - OTHER) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 300024 | R425 | Incremental funding for CLIN 3000 \$7,000 ACRN C7 TI NO 006 TSS (Fund Type - OTHER) | | | |
| 300025 | R425 | Incremental funding for CLIN 3000 \$75,000 ACRN C4 Doc. No. F4FDAG7288G003 TI NO. 007 U28 (Fund Type - OTHER) | | | |
| 300026 | R425 | Incremental funding for CLIN 3000 \$85,000 ACRN D4 TI NO. 011 CH-53 (Fund Type - OTHER) | | | |
| 300027 | R425 | Incremental funding for CLIN 3000 \$7,000 ACRN D5 TI NO. 006 (Fund Type - OTHER) | | | |
| 300028 | R425 | Incremental funding for CLIN 3000 \$3,000 ACRN D6 TI NO. 015 (Fund Type - OTHER) | | | |
| 300029 | R425 | Incremental funding in support of CLIN 3000 \$10,000 Reqn. 80719765 ACRN E2 TI 18 H-60 SW KITS (Fund Type - OTHER) | | | |
| 300030 | R425 | Incremental funding in support of CLIN 3000 \$10,000 Reqn. 80719809 ACRN E3 TI 18 H-60 SW KITS (Fund Type - OTHER) | | | |
| 300031 | R425 | Incremental funding in support of CLIN 3000 \$7,064.55 Reqn. 80719907 ACRN E4 TI 4, 7, 22 U28 (Fund Type - OTHER) | | | |
| 300032 | R425 | Incremental funding in support of CLIN 3000 \$20,000 Reqn. 80719942 ACRN E6 TI 4, 7, 22 U28 (Fund Type - OTHER) | | | |
| 300033 | R425 | Incremental funding in support of CLIN 3000 \$10,000 Reqn. 80719951 ACRN E5 TI 9 PREDATOR PM SUPPORT (Fund Type - OTHER) | | | |
| 300034 | R425 | Incremental funding in support of CLIN 3000 \$225,000 Reqn. 80919843 ACRN E7 TI 25 MRAP SUPPORT De-obligated \$90,000 on MOD 018. (Fund Type - OTHER) | | | |
| 300035 | R425 | Incremental funding in support of CLIN 3000 \$3,500 Reqn. 80853721 ACRN F7 DOC NO. N6833508RX00185 (AA) TI 02 MH60S/R SOFTWARE LOAD SETS (Fund Type - OTHER) | | | |
| 300036 | R425 | Incremental funding in support of CLIN 3000 \$3,138 Reqn. 81067761 ACRN E9 DOC NO. N6833508RX00190 (AA) TI 18 MH60R SOFTWARE LOAD SETS (Fund Type - OTHER) | | | |
| 300037 | R425 | Incremental funding in support of CLIN 3000 \$9414 Reqn. 81067779 ACRN F1 DOC NO. N0001908RX72960 (AA) TI 18 PMA-290 SOFTWARE LOAD SETS (Fund Type - OTHER) | | | |
| 300038 | R425 | Incremental funding in support of CLIN 3000 \$37,656 Reqn. 81067892 ACRN E3 TI 18 MH60S SOFTWARE LOAD SETS (Fund Type - OTHER) | | | |
| 300039 | R425 | Incremental funding in support of CLIN 3000 \$34,518 Reqn. 81067893 ACRN E2 TI 18 MH60R SOFTWARE LOAD SETS (Fund Type - OTHER) | | | |
| 300040 | R425 | Incremental funding in support of CLIN 3000 \$25,000 Reqn. 81203285 ACRN F3 TI 4, 7 U28 (Fund Type - OTHER) | | | |
| 300041 | R425 | Incremental funding in support of CLIN 3000 \$3,000 Reqn. 81213923 ACRN D6 TI 15 HELMET VISION (Fund Type - OTHER) | | | |
| 300042 | R425 | Incremental funding in support of CLIN 3000 \$15,000 Reqn. 81288558 ACRN E5 TI 9, 13, 14 DEPOT ENG (Fund Type - OTHER) | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 300043 | R425 | Incremental funding in support of CLIN 3000 \$5,000 Reqn. 81192708 ACRN D7 TI 3 MH60R (Fund Type - OTHER) | | | |
| 300044 | R425 | Incremental funding in support of CLIN 3000 \$850,000 Reqn. 81129843 ACRN F6 TI 26 MAHR COLLIMATOR (Fund Type - OTHER) | | | |
| 300045 | R425 | Incremental funding in support of CLIN 3000 \$5,000 Reqn. 81622030 ACRN F8 TI 028 EP-3E PROJECT (Fund Type - OTHER) | | | |
| 300046 | R425 | Incremental funding in support of CLIN 3000 \$86,826.58 Reqn. 81653500 ACRN F3 TI 04 & 07 SUPPORT OF CACI (Fund Type - OTHER) | | | |
| 300047 | R425 | Incremental funding in support of CLIN 3000 \$3,760.44 Reqn. 81653673 ACRN F9 TI 003 MH60R SOFTWARE LOAD (Fund Type - OTHER) | | | |
| 300048 | R425 | Incremental funding in support of CLIN 3000 \$5,000 Reqn. 81728414 ACRN G3 TI 027 CREW SERVED WEAPON LASERS PROG (Fund Type - OTHER) | | | |
| 300049 | R425 | Incremental funding in support of CLIN 3000 \$500,000 Reqn. 82103683 ACRN G1 TI 011 CH-53 for PMA261 Note: FUNDS IN THE AMOUNT OF \$1,910.39 ARE DEOBLIGATED VIA MODIFICATION 28 RESULTING IN A BALANCE OF \$498,089.61. (Fund Type - OTHER) | | | |
| 300050 | R425 | Incremental funding in support of CLIN 3000 \$90,000 Reqn. 82178774 ACRN G4 TI 007 U28 Blk 20 (Fund Type - OTHER) | | | |
| 300051 | R425 | Incremental funding in support of CLIN 3000 \$7,125 Reqn. 82635381 ACRN G9 TI 018 (Fund Type - OTHER) | | | |
| 300052 | R425 | Incremental funding in support of CLIN 3000 \$7,000 Reqn. 82635330 ACRN H1 TI 018 (Fund Type - OTHER) | | | |
| 300053 | R425 | Incremental funding in support of CLIN 3000 \$2,040 Reqn. 82462935 ACRN H2 TI 019 (Fund Type - OTHER) | | | |
| 300054 | R425 | Incremental funding in support of CLIN 3000 \$5,000 Reqn. 82462984 ACRN H3 TI 016 (Fund Type - OTHER) | | | |
| 300055 | R425 | Incremental funding in support of CLIN 3000 \$1,000 Reqn. 82538763 ACRN G8 TI 012 Deobligated \$6.92 on MOD 26, leaving a balance of \$993.08. (Fund Type - OTHER) | | | |
| 300056 | R425 | Incremental funding in support of CLIN 3000 \$2,960 Reqn. 82462910 ACRN H2 TI 019 Note: FUNDS IN THE AMOUNT OF \$91.47 ARE DEOBLIGATED VIA MODIFICATION 28 RESULTING IN A BALANCE OF \$2,868.53. (Fund Type - OTHER) | | | |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

For

Engineering and Technical Support Services

For

Electro-Optics Systems Support

Prepared by:

Naval Surface Warfare Center, Crane Division

Electro-Optics Technology Division.

Code 8052, Crane, IN 47522-5001

1.0 Scope

The objective of this Statement of Work (SOW) is to set forth the requirements for acquisition procurement, contract administration, safety administration, in-service logistics support, supply support services, configuration management, design-engineering, production engineering, and program management support services for the Airborne Electro-Optics Electronic Warfare (EO EW) Systems Project of the Electro-Optics Technology Division. Support will include but is not limited to the following EO and related systems: Multi-Spectral Targeting Systems (MTS), AH-1W Night Targeting System Upgrade, AH-1Z Target Sight System, UH-1N/Y Navigational Thermal Imaging System, U.S. Coast Guard Aviation, CH-53 Rotary Wing Program and Helmet Vision Systems programs.

Applicable requirements paragraphs referenced from basic contract are as follows:

3.1 Research and Development Support

3.2 Engineering, System Engineering and Process Engineering Support

3.3 Modeling, Simulation, Stimulation and Analysis Support

3.4 Prototyping, Pre-Production, Model-Making and Fabrication Support

3.5 System Design Documentation and Technical Data Support

3.6 Software Design Documentation and Technical Data Support

3.7 Reliability, Maintainability and Availability (RM&A) Support

3.8 Human Factors, Performance, and Usability Engineering Support

3.9 System Safety Engineering Support

3.10 Configuration Management (CM) Support

3.11 Quality Assurance (QA) Support

3.13 Inactivation and Disposal Support

3.14 Interoperability, Test and Evaluation, Trials Support

3.15 Measurement Facilities, Range and Instrumentation Support

3.16 Logistics Support

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3.17 Supply and Provisioning Support

3.18.1 Technical Training Support

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support

3.20 Program Support

3.21 Functional and Administrative Support

2.0 Applicable Documents

All applicable documents pertaining to the tasking requirements in section 3.0 can be obtained on site at Naval Surface Warfare Center, Crane Indiana. Documents include military specifications and standards, instructions and directives. This includes all local instructions and policies.

3.0 Requirements

The contractor shall furnish all equipment, facilities, and labor by qualified personnel except as specified herein to provide the following support services. The contractor is authorized to perform the requirements of the SOW without further direction from the Task Order Manager (TOM). Technical Instructions (TI's) will be utilized to delineate specific efforts when applicable.

Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Facilities (GFF), and Government Furnished Equipment (GFE). Contractor shall collect, analyze, assess, review, recommend, evaluate, design, develop, inspect, validate, verify, and deliver data as required. Contractor shall prototype, install, test, and monitor products, components, equipment, and computer programs as new, modification of existing and installations as required. Contractor shall assess equipment problems, recommend corrective actions, recommend, perform, analyze overhaul, depot repair and systems sustainment, and test and monitor. Contractor shall provide program management, specialty administrative professional support (accounting, financial, procurement, facilities, safety specialists, training specialists, communications, environmental). Contractor shall provide technical and administrative support for continuous improvements initiatives such as: Lean Manufacturing, and Six Sigma. The engineering and technical services provided by the Contractor shall include coverage in such technical areas as Electro-Optic (EO) components, equipment, sensors and systems. These include various imaging systems to include thermal imagers (SWIR, MWIR and LWIR), visible and hyperspectral. Other EO related equipment included are Lasers, Helmet Vision Systems, Image Intensifiers, Image Processing and Multi-sensor systems. Contractor shall also provide support to systems that maintain fleet readiness, mission planning/training/rehearsal and special missions. Functions required shall include prototype design, fabrication, testing and evaluation, production engineering, systems integration, reverse engineering, safety and human engineering, failure analysis and computer programming. Contractor shall provide full logistic support for systems, subsystems, equipment, and components during all of the life cycle phases.

In the course of executing the workload defined within this SOW, contractor personnel may encounter moving/lifting heavy equipment and operating laser test equipment. In order to mitigate these risks, the contractor personnel are recommended to use the following Personal Protective Equipment as required: (a) Electrostatic Discharge Steel Toe Safety Shoes and protective eyewear. Furthermore, personnel should have training in the following areas: Laser Operator Safety Certification, Ergonomic/Back Injury Awareness, Electrical Safety for General Industry, and Electrostatic Discharge (ESD). Contractor personnel shall follow all OSHA regulations. Contractors shall participate and support Monthly Safety meetings and safety program. Contractors shall take responsibility for reporting an observed workplace hazards, injuries, occupational illnesses or property damage resulting from any incident/accident.

3.1 Engineering Services and Support

3.1.1 Design Engineering

Contractor shall develop, design, and produce prototypes; initiate and complete original designs including modifications; identify and/or complete design validation testing; prepare technical data including product assurance and system safety requirements to establish configuration product baselines; prepare maintenance support

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documentation; and, review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility. Contractor shall design test equipment, tools, jigs, fixtures and computer programs to support conformance testing, production acceptance, life cycle quality evaluation and maintenance of systems, equipments, and components. Contractor shall design systems interfaces, to include software and executable test scenarios, to verify automated test equipment protocols and design of test equipment.

3.1.2 Field Engineering

Contractor shall perform field-engineering tasks related to maintaining and enhancing deployed equipment in accordance with the equipment's operational specifications or improved specifications.

3.1.3 Human Engineering

Contractor shall evaluate and annotate Government furnished human engineering program plans, analysis reports, test plans and procedures, and other human engineering related documentation. Evaluation shall be for compliance with MIL-HDBK-46855. Contractor shall check engineering drawings for design compliance with MIL-STD-1472, report discrepancies, and submit recommendations with supporting evidence for resolution. Contractor shall attend human engineering reviews and demonstrations, testing, and mockup/model reviews, record discrepancies, and formulate recommendations for resolution with justification for all recommendations made.

3.1.4 Maintenance Engineering

Contractor shall develop and maintain maintenance concepts tasks and criteria for all levels of maintenance; perform design reviews and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; prepare or evaluate technical documentation such as repair standards, drawings, specifications, test procedures, and allowance parts lists; prepare or review maintenance facility design criteria; develop or review personnel training criteria; develop or review provisioning of parts, establishing part replacement factors, and Source Maintenance and Recoverability (SM&R) coding; review production engineering changes for impact on maintenance support; prepare/review installation design and physical layout for reliability and ease of maintenance; develop or review installation standards and practices; develop or review system Maintenance Requirements Cards (MRCs); and, prepare or review computer programs and systems to support system or component maintenance. Contractor shall develop maintenance concepts and criteria in accordance with applicable documents and provide to the Government all justification for any assumptions used.

3.1.5 Production Engineering

Contractor shall develop procedures and acceptance criteria with supporting rationale to evaluate all disciplines (engineering, test and evaluation, maintenance, logistics requirements, manufacturing processes, methods, and technologies) incident to development, prototype, initial production and production or test status for new systems or major modification or improvement programs for existing systems, subsystems, or components. Contractor shall ensure that sufficient data has been generated for equipment reproducibility, shall perform production related engineering tasks, and shall evaluate system manufacturing proposals in accordance with specifications. Contractor shall evaluate and recommend solutions to production or material problems at various systems' and components' manufacturers. Contractor shall analyze, develop, and update material problems, production methods and workflow, equipment set up and layout, and facilities requirements at NSWC Crane and develop and update recommendations for improvements to resolve the problems.

3.1.6 Reverse Engineering

Contractor shall perform reverse engineering on electronic assemblies and deliver to the Government a design disclosure Technical Data Package meeting the requirements of ASME Y14.5M-94, DOD-STD-2101, and MIL-DTL-31000 and ASME Y14.100 or other commercial standards. Details concerning the substitution of piece parts and requirements concerning logistic equivalency (exact reproductions) shall be provided on a case by case basis. Contractor shall analyze, design, and produce prototypes of Electro-Optics systems, electronics and mechanical hardware resulting from reverse engineering.

3.1.7 Safety Engineering

Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety related Engineering Change Proposals

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(ECPs), and other safety and hazard engineering documents. Evaluation shall be for compliance with MIL-STD-882 and contract requirements. Contractor shall recommend changes to the evaluated documents to more precisely define safety objectives and facilitate their translation into functional hardware and software and provide the basis for recommendations. Contractor shall attend System Safety Program Reviews and shall monitor the prime contractor's Hazard Tracking and Risk Resolution efforts. Contractor shall perform safety analyses on EO systems, laser systems and equipment and provide the Government with reports concerning those item's safety hazards, potential safety hazards, and acceptable alternatives for correcting safety problems discovered.

3.1.8 Modeling and Simulation Support

Contractor shall perform modeling and simulation (M&S) of EO systems and components. M&S shall include but not be limited to atmospheric attenuation for all EO wavelengths (visible, SWIR, MWIR, LWIR..), image resolution for determining detection, recognition and identification ranges for various targeting systems and laser propagation and reflectivity. Contractor shall also perform calculations to determine laser system performance to include laser Nominal Ocular Hazard Distance (NOHD) and determine class of laser based on emitted energy.

3.2 Engineering Drawings

3.2.1 Engineering Drawing Support

Contractor shall provide engineering drawing support services, which shall include developing Conceptual, Developmental, and Production Level drawings and associated documents, ECP drawings changes, Technical Manual illustration updates, Field Changes (FCs) and field change illustration updates.

3.2.2 Engineering Drawing Maintenance

Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of MIL-DTL-31000, ASME Y14.100, ASME Y14.5M-94, and DOD-STD-2101 for specified equipment. Contractor shall, as required, prepare or modify engineering change descriptions; Engineering Change Notices (ECNs), ECPs, and Notices of Revision (NORs). Contractor shall review technical data changes, provided as GFI, for technical accuracy, completeness, suitability, and adequacy for inclusion into the technical documentation. Contractor shall have the capability to alter original sketches, or draft versions of the drawings provided as GFI using Computer Aided Drafting (CAD) Systems such as AutoCad, Pro-E, Solid Works, Solid Edge and computer drafting/management systems such as Engineering Documentation Management Information and Control System (EDMICS). GFM shall include a format sample or blank copy of each drawing format suitable for reproduction, as appropriate. All EDMICS related changes shall be performed on site at Crane Division, NSWC using GFE. All CAD related changes shall be made at the contractor facility using contractor's equipment. These changes shall be in such a format to be directly portable to the GFE EDMICS equipment by the Contractor. Prior to delivering completed drawing packages, Contractor shall inspect each new or modified drawing to ensure compliance with ASME Y14.100.

3.3 Technical Analyses and Investigations

3.3.1 Engineering Analyses

The review shall provide in-depth analyses of the effects of variation from existing baseline configurations on specified EO systems components, subsystems and combat systems. The tasks shall include performing engineering investigations and research, failure analysis, data collection and analysis, material, process, and manufacturing analysis, and electrical and mechanical investigations.

3.3.2 Field Data Analysis

Contractor shall perform field data analysis on equipment and computer software. Contractor shall identify existing Government sources of information, collect available maintenance data with Government assistance, analyze this data, identify trends or problems affecting equipment operation and mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. Contractor shall use maintenance reporting systems that are currently operational within the Government at the time the effort is performed. If such systems do not meet modification requirements, Contractor shall recommend changes or improvements to these systems for Government consideration.

3.3.3 Manufacturing Engineering Analyses

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Contractor shall review and analyze manufacturing technologies and/or processes and provide a report to the Government on their application to Government equipment acquisitions. Contractor shall assess the industry capability to support specific technology areas such as Hyperspectral Imaging and High Power Laser Systems. In the event that the technologies and/or processes involve proprietary information, Contractor will enter into a non disclosure agreement with the original equipment manufacturer. Contractor shall provide any assumptions made or rationale used in completing the analysis. Contractor shall prepare manufacturing procedures and/or process and submit to the Government.

3.3.4 Quality Assurance Analyses

Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment and components and provide reports with recommendations and supporting data to the Government. These tasks require the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data supplied by the Government, and other related tasks in accordance ISO-9001 or equivalent of ISO-9001. Contractor shall also attend quality assurance program reviews on specified systems, subsystems, equipment and components; record and report any discrepancies/ problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/ problems.

3.3.5 Production Engineering Analysis

Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, costs, and quality assurance. Contractor shall provide a report including justifications for all recommendations made.

3.3.6 Risk Management Analysis

Contractor shall analyze and evaluate the risk factors and risk abatement plans identified, analyzed, and managed by prime contractors during the acquisition process and provide final assessments to the Government with any assumptions used to make the evaluation. The evaluation of prime contractor risk factors shall be in accordance with the capability of the designed system, subsystem, or component to achieve program objectives of technical performance, scheduled production, and cost. Contractor shall accomplish the risk analysis to include the factors of probability of failure and consequence of failure.

3.3.7 Engineering Investigations

Contractor shall perform engineering investigations to evaluate equipment operational reliability, development, maintainability, availability, integrated logistics support, and configuration status in accordance with applicable drawing specifications and appropriate Integrated Logistics Support Plans (ILSP) and Configuration Plans (CM) plans. Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations. Contractor shall assist the Government in planning, organizing, and attending working sessions in the Fleet to resolve problems and improve performance in the areas of equipment maintenance and operation.

3.3.8 Failure Modes and Latent Design Analyses and Investigations

Contractor shall investigate failure modes and latent design deficiencies in systems, subsystems, equipment, and components and provide detailed analysis for component redesign. Contractor shall investigate components and systems to determine reparability, including appropriate specification adherence, changes, qualification, and system compatibility and development of repair procedures.

3.3.9 System Performance Changes

Contractor shall develop, review, and evaluate the impact of any change(s) on system performance, reliability or cost. The cost evaluation shall include return on investment calculation, ECP implementation costs and recurring costs, cost savings or cost avoidance. Contractor shall perform feasibility studies for recommended changes. Contractor shall develop, review, and evaluate the EO system and/or combat system and component engineering efforts, such as manufacturing technology programs, value engineering, and product improvement programs, from which engineering change proposals are expected.

3.3.10 Reliability Analyses

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Contractor shall perform reliability predictions per Task 203 of MIL-HDBK-217, and MIL-HBK-781 and submit properly completed Failure Mode, Effects, and Criticality Analysis Maintainability Information Worksheets. Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. Contractor shall evaluate and annotate reliability predictions prepared by development contractors. For fielded equipment, the Contractor shall collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability.

3.3.11 Sustainment Support

Analyses shall be conducted to determine the requirements to develop or enhance a Depot Level, Intermediate Level or Organizational Level test, repair and overhaul facility/support for various components, subsystems and systems.

3.4 Configuration Management.

3.4.1 Configuration Management Planning. Contractor shall review and/or develop configuration management plans in accordance with EIA-649 and NAVSEAINST 4130.12 using guidance in MIL HDBK-61 and MIL-STD-973 for equipment as required.

3.4.2 Configuration Control. Contractor shall review and analyze requests for ECPs/deviations and waivers to determine the effects on production, configuration identification, component and system cost operation, reliability and logistics. Contractor shall perform detailed engineering analyses and recommend changes to the existing baseline configurations, manufacturing processes or operational parameters and the effects of variation from existing baseline configurations. Contractor shall also determine whether requests for minor deviations or waivers and Class II Engineering Changes are correctly categorized as defined in EIA-649 using guidance in MIL-STD-973. Contractor shall submit reports to the Government on all such reviews, documenting the results with any change recommendations and supporting rationale. Contractor shall prepare Engineering Change Proposals, Engineering Change Orders, and Specification Change Notices using guidance in MIL STD-973.

3.4.3 Configuration Audits. In support of Government configuration audit teams, Contractor shall verify and document that hardware and computer programs Configuration Items (CIs) and their configuration identification are accurate, complete (according to contract requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation. For the Functional Configuration Audit (FCA), Contractor shall review the configuration item's technical documentation and submit an analysis of comparison with its functional characteristics. Similarly, Contractor shall provide technical evaluation in conducting a Physical Configuration Audit (PCA) to ensure that the configuration item's physical configuration is in agreement with its documentation description. Contractor shall evaluate for compliance of the technical documentation as specified in ASME Y14.100, MIL-DTL-31000, ASME Y14.5M-94 and DOD-STD-2101. Contractor, as a participant with the Government on the audit team, shall determine the correlation of the "as built" configuration with the released "as designed" configuration. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluations.

3.4.4 Technical Reviews. Contractor shall participate with the Government and annotate proposed agendas for configuration management technical reviews, attend technical reviews and document proceedings, and evaluate the responsiveness of the reviewed activity to governing contract requirements with supporting rationale. Such reviews include the System Requirements Review (SRR), System Design Review (SDR), Software Specification Review (SSR), FCA, PCA, Production Requirements Review (PRR), Preliminary Design Review, Critical Design Review, Test Readiness Review, Manufacturing Readiness Review, and a Formal Qualification Review.

3.5 Equipment Installation.

Contractor shall perform platform surveys/checks in accordance with installation drawings and specifications to ensure the documentation is accurate in preparation of equipment installation. Contractor shall review equipment installation requirements and documentation and provide recommendations with justifications to the Government. Contractor shall perform the installation of equipment in accordance with the applicable installation drawings and procedures. Contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment. Contractor shall review equipment installation requirements and documentation and provide recommendations with justifications to the Government. Contractor shall receive, inventory and verify GFM such as

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spares, support equipment, technical data, fleet introductory material and modification kits for outfitting at Government facilities.

3.6. Logistics Support Logistics management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components for each of the logistic elements as defined in DOD-D-5000.39. Contractor shall analyze program support requirements to ensure that all requirements for Logistics planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements in accordance with current directives. Contractor shall provide expertise and support in all ten Logistics elements for systems, subsystems, equipment and components ss follows: Maintenance Planning, Training Support, Support Equipment, Facilities, Packaging, Handling, Storage, and Transportation, Material Management practices and transportation practices for CONUS, OCONUS AND SMART TRANS to include Transaction Items Reporting (TIR), Manpower and Personnel, Computer Resources, Design Interface; and System Related Technical Data Packages (drawing packages, technical manuals, etc.). Support shall include but not be limited to the following:

3.6.1 Logistics Management Information (LMI). Contractor shall perform systematic and comprehensive LMI on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LMI process shall use MIL-PRF -49506 and/or MIL-HDBK-502 as a guide.

3.6.1.1 LMI Database . The Contractor shall import existing MIL-STD-1388-2B or MIL-PRF-49506 databases for review and comment. The contractor shall also input new data or databases, makes corrections to existing data and generate reports.

The Contractor shall provide consulting/technical services related to ISS SLICWave LMI tool by assisting in LMI database management requirements planning; providing SLICWave software tailoring support, including development of customized scripts and data model extensions as required. The contractor shall provide program integration and data exchange support as required including integration of ISS products into other products or existing processes.

3.6.2 Maintenance Planning. The Contractor shall develop data to support the development of Maintenance Plans via the LMI process. This data may include but not be limited to Item Functions, Source Maintenance and Recoverability Code (SM&R) assignment Mean Time Between Failure (MTBF), Task Frequency, Maintenance Replacement Rate, Support Equipment, and Task Analysis.

3.6.3 Level of Repair Analysis (LORA) and Life Cycle Cost (LCC) Assessment. The Contractor shall perform develop new and/or review existing LORAs when required. The Contractor shall perform analysis of total life cycle ownership costs for systems and sub-systems. Specific modeling and simulation tools will be provided as GFI by the Government.

3.6.4 Maintenance Data Collection and Analysis. For systems, subsystems, equipment and components, the Contractor shall collect and analyze the Navy's Failure Reporting Corrective Action System (FRACAS) and maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. Contractor shall provide, as specified by the Government, the results of this analysis and shall include, but not be limited to, Mean Time Between Failure (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and Operational Availability in accordance with OPNAVINST 3000.12.

3.6.5 Supply Support. The Contractor shall provide full spectrum Interim and life cycle logistics analysis and support for all EO systems and sub-systems as specified. The Contractor shall maintain an Interim Supply Support operation to provide components for production, repair, installation support and calibration support for night vision systems supported by Code 805. Inventory shall be tracked using the on-site production control database and existing programming (software). The Contractor shall receive Government Furnished Material (GFM). Following inspection for quantity, condition, and asset identification, the Contractor shall log the receipt into the on-site production control system and store the GFM at NSWC Crane. The Contractor shall, in accordance with NAVSURFWARCENDIV Crane Instruction 5530.5, stage GFM in an orderly safe and secure manner to ensure GFM is not damaged, degraded or lost. The Contractor shall receive shop travelers from the production controllers and then deliver the material to the laboratory by usage of forklift or hand truck. Items not delivered to the laboratory shall be stored until further notice, or delivered direct to the POC designated on the receiving document. The

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Contractor shall issue material to the requestor from the Work-In-Process issue center and the Contractor shall ensure all documentation is properly annotated and signed to record the issue transaction. The Contractor shall record all issues in the on-site production control system to accomplish asset tracking and accounting.

3.6.6 Provisioning.

Contractor shall develop, compile, and enter initial configuration and technical provisioning/re-provisioning data to the Interactive Computer Aided Provisioning (ICAP) System or LMI database in LSA-036 Report format as tailored by the Government provided Provisioning Requirements Summary (PRS). Contractor shall analyze and develop data for sparing models for supportability, maintainability, and reliability. Contractor shall prepare reports, plans, metrics, and schedules as related to the provisioning and reliability and maintainability tasking.

3.6.7 Technical Manuals. The Contractor shall develop and or review operator and maintenance manuals and or technical manual source data as tasked by the Government. The technical manuals required shall be developed and delivered in electronic and hard copy mediums as specified by the Government in a Technical Manual Contract Requirement (TMCR) provided with each individual Technical Instruction. The contractor shall develop Interactive Electronic Technical Manuals using non-proprietary widely adopted multimedia technologies.

3.6.8 Training. The Contractor shall develop and review operator and maintenance training courses as specified by the Government. The technologies includes but is not limited to electronic computer based training or paper mediums. The Contractor shall conduct training courses as required.

3.7 Production Support

3.7.1 Production Status

Contractor shall monitor, track and report status of systems, assemblies, equipments or components in various stages of production, repair, sustainment or test. Monitoring and tracking shall consist of identifying item process status, the associated stage of production or test and cost tracking.

3.7.2 Production Control

Contractor shall provide integrated lab support, which shall include production control, forecasting, scheduling parts, metrics tracking, inventory management, inventory movement and lab documentation control.

3.8 Program Management Support

3.8.1 Program Management Services

Contractor shall provide project/program management support services to assist NSWC Crane in carrying out its mission to develop and maintain EO systems, subsystems, interface equipment and components to system interfaces associated with combat systems. Contractor shall coordinate and arrange the planning of special conferences, workshops or symposiums for the EO systems; coordinate schedules with participants; reserve existing meeting space, ensure briefing materials and equipment are available; and, provide progress reports on the arrangements. This support shall include tasks related to planning, preparing, organizing, and reporting.

3.8.2 Program Management Analysis Support

Contractor shall perform analyses including assessment of return on investment; risk; budgeting; evaluate studies, analyses or technical plans for cost effectiveness or feasibility determine eligibility for program funding; life cycle cost analyses; draft program schedules, Gantt charts, and perform critical path analysis; statistical analysis, recommendations and proposals for instructions; and proposals for plans, both long and short range. Contractor shall participate in the evaluation of organizational procedures and alignments, office procedures, fiscal procedures, personnel management and training, and/or management education opportunities against the above assessments and make recommendations for improvement or revision. Contractor shall perform Earned Value Management.

3.8.3 Program Management Support Reviews

Contractor shall participate in component/system reviews and conferences to provide the results of various engineering studies and to obtain information necessary for other engineering tasks, which are being performed under this contract. Contractor shall also support Interim Program Reviews (IPR), Work Sessions (WS), meetings,

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conferences, engineering meetings and training sessions. Meetings shall take place at NSWC Crane, testing sites, manufacturer facilities or Program Managers' facilities and specialized component research and development facilities and shall consist of planning meetings, coordinating schedules with participants, reserving existing meeting space, ensuring that briefing/presentation materials and equipment are available, and recording and distributing meeting minutes.

3.8.4 Management Reports and Briefing Preparations

Contractor shall develop and prepare program reports, briefings, strategic plans, and presentations including draft and final versions in accordance with ANSI/NISO Z39.18-87 and GF. Contractor shall be required to integrate text and graphics in these materials and submit the final version.

3.8.5 Program Documentation

Contractor shall analyze, review, evaluate, make recommendations and provide the rationale for recommendations, and provide technical and administrative support in preparing NSWC Crane program documentation. A partial listing of the types of plans and associated instructions required is provided below:

Program Management Plans

Configuration Management Plans

Integrated Logistics Support Plans

Quality Assurance Plans

Statements of Work

Work Breakdown Structures (WBS)

Depot Support Plans

Specifications

Test Reports

Test Procedures

3.8.6 Procurement Data Management

Contractor shall prepare Technical Data Packages (TDPs) for major systems, subsystems, or components acquisition which shall contain such items as technical data requirements, specifications, and management plans (e.g., Configuration Management Plans, Quality Assurance Plans, Statements of Work, Program Management Plans); and/or other requirements in accordance with DOD-D-5000.1(O), DOD-I-5000.2, SECNAVINST 5000.1 or as specified by local policy. Contractor shall have a working knowledge of Federal Acquisition processes and regulations and the ability to apply this knowledge in the development of TDPs. Contractor shall provide services for handling, repository management, and status of deliverables/tracking for multiple EO related contracts.

3.8.7 Procurement Specification Review

Contractor shall review top level specifications prepared for component, subsystems, and system procurements to ensure compliance with applicable standards and handbooks. Contractor shall study and analyze the Government's operational requirements and compare those requirements with requirements in the contract. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and/or rationale supporting this report shall be included.

3.8.8 Earned Value Management (EVM)

Contractor shall provide and utilize an Earned Value Management and Reporting System for the efforts covered by this contract. Contractor shall also monitor the progress of other tasks performed both by the Government and other contractors using EVM.

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3.8.9 Financial Data Analysis

The contractor shall analyze financial data entered into various financial systems. This shall include tracking financial data, constructing reports and metrics for production, along with improving existing report formats and the data collection process. The contractor shall identify and analyze problems and assist in resolving problems. The contractor shall also perform other duties supporting these tasks such as planning, preparation, organizing and reporting.

3.8.10 Administrative Support

The contractor shall provide administrative support for such functions as correspondence, graphics, training and travel.

3.8.11 Continuous Improvement

Contractor shall analyze, investigate and produce documentation to ensure all program support requirements are met for implementation of Lean Initiative. This will include value stream analysis and mapping, technical process and data packages, and training in support of Lean.

3.8.12 Lean Six Sigma NAVSEA Training

Contractor shall pursue Lean Six Sigma NAVSEA training. The training consists of a series of courses that is considered employee development and thus will be paid for by the contractor rather than the Government. After completion of the training, Contractor shall provide advice, council and support to the Division and Branch levels and to cross functional team support. Contractor shall support the NAVSEA enterprise innovation initiative. Contractor shall support corporate training initiatives and development of Lean assessment criteria and tools.

3.9 Specialty Professional Support

Contractor shall provide support in specialty professional occupations/jobs/areas.

3.9.1 Electro-Optic Specialist

The Contractor shall provide a high-technology resource in the field of Physics and Applied Optics. Provide subject matter expertise in the areas of lens design, opto-mechanics, opto-electronics, optical systems, laser systems, image processing, photorefractive, holography, metrology, non-linear optics, interferometry, and associated electro-optic technologies. Prepare and deliver concept feasibility studies, technology development strategies, design trade studies, analytical models, test and evaluation tools, and concept demonstrators. Prepare and deliver technical reports, technical briefing materials, and management status reports. Participate in technical interchange meetings.

3.9.2 Communication/Navigation/Geo-Location

The contractor shall provide subject matter expertise in the following areas: Systems Engineering involving system architecture and analysis of video/data link, communication systems, navigation such as Inertial, GPS/combined EGI, EO Targeting Systems and IFF; Modeling and Simulation including the ability to utilize tools to analyze systems to identify characteristics of elements and error contributions including mechanical (material properties, strain, thermal properties, gear/encoder resolution, manufacturing, wear), electrical (timing, error propagation, sensor resolution, VSWR, noise, environmental, life) and software (throughput, processes, routing, metadata, time-tagging, mapping, microprocessor operations). The contractor shall be capable of quickly analyzing problems, establishing requirements and providing solutions in prototype form. The contractor shall be capable of MIL-STD-810 test & evaluation of systems and solutions in this area including a test range for RF/communication/data link tests. The contractor may be required to work with classified SCI information.

3.10 Repair and Alterations

3.10.1 On-Site Alterations of Deployed Equipment

Contractor shall perform inspections and annotate drawings accordingly in preparation for alteration, change, upgrade, or retrofit of equipment to ensure equipment compliance with its operational specifications. Contractor shall perform equipment alterations in accordance with the applicable installation specifications, guidelines and alteration instructions. Contractor shall conduct the associated operational verification tests to assure the operational integrity

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of the system or equipment. After each such alteration, Contractor shall provide a report to the Government regarding the results of the alteration and the subsequent operational verification tests, including recommendations with justification for improving alteration documentation and associated testing.

3.10.2 Field Repair

Contractor shall perform repair and maintenance actions on deployed equipment, requiring repair beyond the skill of organizational maintenance personnel. Contractor shall analyze the problem, report the problem by electronic communications, request approval to affect repairs, and perform the repair operation. After each such action, Contractor shall provide a report to the Government to include problem related information (repair action taken, time, date, place, equipment identification, platform type and identifying number). GFM and GFE shall be provided in instances where special equipments and materials are required.

3.10.3 Component System Sustainment

Contractor shall perform on-site repair, overhaul, and sustainment for components, subsystems, and systems. To support system sustainment Contractor shall develop and modify procedures, ECPs, Waivers, and other documentation.

3.11 Testing

3.11.1 Test Equipment Development

Contractor shall design and provide proof of design for specialized pieces of test equipment to test the effectiveness of EO systems, components, assemblies, combat systems and related programs. Contractor shall prepare requirements documents and specifications for test equipment.

3.11.2 Test Equipment Evaluation

Contractor shall evaluate specific equipment for compliance with NSWC Crane, MIL-STD-414, MIL-STD-454, MIL-STD-882, and MIL-STD 1311. Contractor shall provide technical support on equipment which manufacturer's purchase or fabricate by making plant visits while equipment is under construction, attending progress meetings between component manufacturer's plant and/or at the manufacturer's facility. Contractor shall evaluate for adequacy the procedures prepared by the manufacturer for inspection, acceptance, and installation.

3.11.3 Test and Evaluation

Contractor shall test and evaluate EO Systems, components, assemblies and combat systems. Contractor shall also test and evaluate computer programs, equipment, modules, and components. Contractor shall submit evaluations along with the rationale for these evaluations to the Government. Contractor shall witness and evaluate system integration or interface testing and make recommendations to improve testing. Testing may include Environmental Testing and Screening.

3.11.4 Test Planning

Contractor shall prepare recommended test planning including formalizing all test objectives, definitizing all components/ system parameters, specifying controlled variables, testing sequences, and special test equipment requirements.

3.11.5 Reserved.

3.11.6 Performance Trend Evaluation

Contractor shall evaluate various system components, and test to determine performance trends, which may indicate configuration or quality control deficiencies. Contractor shall evaluate the trends and make recommendations regarding corrective actions needed to preclude production stoppage, reduced yield or system degradation.

3.11.7 Engineering Evaluations

Contractor shall provide engineering support for developing or evaluating the testing of EO system components, systems and assemblies for which NSWC Crane is the designated Depot. Tests shall include qualification

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acceptance, production shop tests, and environmental certifications and recertification tests.

3.11.8 Test Plans and Procedures

Contractor shall develop EO systems, and related programs, equipment components and assemblies test plans from program requirements and GFI. Such test plans shall include:

Test and Evaluation Master Plans

Technical Evaluation (TECHEVAL) Plans

Operational Evaluation (OPEVAL) Plans

System Qualification and First Article Qualification Test Plans

Production Acceptance Test and Evaluation Plans

Contractor shall evaluate and annotate test plans originated by other agencies/contractors and provided to the Contractor as GFI. Evaluation of plans and procedures shall be for compliance with contractual requirements, for adequacy to demonstrate or control equipment quality and performance, and for ease of implementation in accordance with detailed requirements specified by GFI. Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made.

3.11.9 Test Data Review

Contractor shall review and analyze system or equipment test data and perform pre test methodology analyses for development tests and evaluations (experimental, engineering, and demonstrations); operational tests and evaluations; and production acceptance tests and evaluations (qualification, production acceptance (at factory and Government facilities). Contractor shall formulate recommendations, with justification, to correct any equipment performance, quality, maintenance, or mission impacting problems. Contractor shall recommend improvements to design, configuration, materials, construction, etc resulting from the test data reviews and deliver those recommendations along with justification to the Government.

3.11.10 Test Monitoring

Contractor shall participate with the Government by attending prime contractor facilities to review the appropriate test requirements and procedures, monitor the test being conducted, and evaluate the test results. Contractor shall ensure that test procedures are approved and followed, and that discrepancies occurring during tests are corrected in accordance with approved test plans and resolved in accordance with contract requirements.

3.11.11 Tests - Special

Contractor shall, as directed by TI, conduct special tests of combat and weapon systems components and other system components in cabinets, collect results of tests and provide an engineering analysis or evaluation of data produced during the special testing. The Government may elect to conduct the special tests and provide the data as GFI to the Contractor. This analysis shall evaluate the effectiveness of various EO components and/or systems. The analysis shall frequently require mathematical modeling and computer generated curves.

3.11.12 Equipment Tracking

Contractor shall perform tracking of Government owned equipment located at NSWC Crane, other Government facilities and contractor facilities.

3.12 System Training and Orientation

Contractor shall provide EO technology training to include theory, advanced technologies, applications and laser safety. Also system orientation, operator and maintainer training on Electro-Optical systems, subassemblies, or components and related systems that interact and interface on aircraft where the Contractor shall prepare video presentations or changes to presentations of components, subassemblies, assemblies and systems testing techniques, methods, and capabilities at NSWC Crane.

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4.0 Government Furnished Items

Existing office space, which may include desk, chair, computer, computer peripherals, copier and fax access, telephone, CAC card readers and other NMCI approved IT hardware will be made available for contractor use on a non-interfering basis at NSWC Crane in Building 3291, or other designated Government offices.

Equipments will be provided to the contractor for the performance of certain tasks. Specific equipments will be identified in contract TIs.

Government information will be provided to the contractor for the performance of certain tasks.

5.0 Data Deliverables

All data deliverables shall be made as specified and in contractor format unless otherwise directed. All deliverables shall be submitted via e-mail in Microsoft compatible format whenever possible to the TOM with a copy to the RTA Mr. Don Bex, address: 300 Hwy 361, Code 8052, Bldg. 3291, Crane, IN 47522. Telephone: 812-854-6829, e-mail: Donald.Bex@navy.mil

CDRL: A001

DID Number DI-SESS-81003C

DID Title Commercial Drawings/Models and Associated Lists

CDRL: A002

DID Number DI-MCCR-80700

DID Title Computer Software Product End Item

CDRL: A003

DID Number DI-SESS-81001C

DID Title Conceptual Design Drawings/Models

CDRL: A004

DID Number DI-ADMN-81249A

DID Title Conference Agenda

CDRL: A005

DID Number DI-ADMN-81250A

DID Title Conference Minutes

CDRL: A006

DID Number DI-MGMT-81334B

DID Title Contract Work Breakdown Structure (CWBS)

CDRL: A007

DID Number DI-MGMT-80227

DID Title Contractor's Progress, Status and Management Report

CDRL: A008

DID Number DI-SESS-81002D

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DID Title Developmental Design Drawings/Models and Associated Lists

CDRL: A009

DID Number DI-CMAN-80639C

DID Title Engineering Change Proposal (ECP)

CDRL: A010

DID Number DI-TMSS-81354

DID Title Technical Order Source Documentation

CDRL: A011

DID Number DI-ILSS-80872

DID Title Training Materials

CDRL: A012

DID Number DI-SESS-81520B

DID Title Instructional Media Design Package

CDRL: A013

DID Number DI-IPSC-81436A

DID Title Interface Design Description

CDRL: A014

DID Number DI-IPSC-81434A

DID Title Interface Requirement Specification (IRS)

CDRL: A015

DID Number DI-ALSS-81529

DID Title Logistics Management Information (LMI) database

CDRL: A016

DID Number DI-ADMN-81373

DID Title Presentation Material

CDRL: A017

DID Number DI-SESS-81000C

DID Title Product Drawings/Model and Associated Lists

CDRL: A018

DID Number DI-ADMN-80925

DID Title Revisions to Existing Government Documents

CDRL: A019

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DID Number DI-TMSS-80067B

DID Title Technical Manuals

CDRL: A020

DID Number DI-IPSC-81433A

DID Title Software Requirements Specifications (SRS)

CDRL: A021

DID Number DI-IPSC-81443A

DID Title Software Users Manual (SUM)

CDRL: A022

DID Number DI-IPSC-81442A

DID Title Software Version Description (SVD)

CDRL: A023

DID Number DI-MGMT-81466

DID Title Contractor Performance Report (EV)

CDRL: A024

DID Number DI-MISC-81183A

DID Title Integrated Master Schedule

CDRL: A025

DID Number DI-MGMT-80269

DID Title Status of Government Furnished Equipment (GFE) Report

CDRL: A026

DID Number DI-CMAN-80776

DID Title Technical Data Package

CDRL: A027

DID Number DI-MISC-80508A

DID Title Technical Report – Study/Services

CDRL: A028

DID Number DI-NDTI-80566

DID Title Test Plan

CDRL: A029

DID Number DI-NDTI-80603

DID Title Test Procedures

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CDRL: A030

DID Number DI-MNTY-81602

DID Title Maintainability Report

CDRL: A031

DID Number DI-SAFT-80101B

DID Title Fault Hazard Analysis

CDRL: A032

DID Number DI-RELI-81497

DID Title Reliability Analysis

CDRL: A033

DID Number DI-RELI-81495

DID Title FMECA Report

CDRL: A034

DID Number DI-RELI-81315

DID Title Failure Reporting and Corrective Action System

DRL: A035

DID Number DI-RELI-80255

DID Title Failure Summary Report

6.0 Special Considerations

6.1 Place of Performance

The work will shall be performed in either Government facilities or contractor owned/leased facilities as required by the nature of the work. The majority of the work effort is anticipated to be performed at NSWC Crane.

6.2 Work Hours

The Government's hours of operation at NSWC Crane are between the hours of 0600 and 1730 Monday through Friday, except Federal holidays or pre-planned closed days. Contractors shall not work outside of these work hours unless authorized by the TOM.

6.3 Security Clearance

A SECRET Clearance is required to perform on this SOW. Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network. In some circumstances it may be necessary to obtain a Top Secret SCI clearance for some programs.

6.4 Task Order Manager

The Task Order Manager (TOM) of the basic order is Mr. Roger Maryfield, Code 053RM telephone – 812-854-4898. The TOM is the point of contact for non-substantive communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order. All communications of a substantive nature shall be made through the Contracting Officer.

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6.5 Travel

Travel will be necessary for the performance of the contractual duties and shall be pre-approved by the TOM by issuance of a Technical Direction Letter. All travel shall be in accordance with the Joint Travel Regulations. Contractor shall be required to travel both CONUS and OCONUS.

6.6 Overtime

Overtime shall be performed as required by the Requiring Technical Activity and to the extent authorized by the Procuring Contracting Officer. The definition of overtime is as follows: work in excess of forty hours per week or work performed on Saturday, Sunday and holidays. Overtime shall be used only upon prior approval by the TOM.

6.7 Use of Government Vehicles/Material Handling

Contractor may be require to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane in performance of their duties. The following instructions apply. As required by the TO, TI or TO Modification, the Contractor may be allowed or approved to use a Government Vehicle to transport documentation, media, etc. in accordance with the parameters of the contractor position. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must present proof of valid operator drivers license prior to operating a Government Vehicle. The following instructions apply. The Contractor shall operate motor vehicles in accordance with NAVSURFWARCENDIVCRANE INSTRUCTION 11240.1 or most

recent instruction and NAVFAC P300. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed in IAW provisions set forth in NAVSURFWARCENDIVCRANE INSTRUCTION 11240.1 or most recent instruction, except a valid state drivers license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to an including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NAVSURFWARCENDIVCRANE INSTRUCTION 11240.1 or most current instruction. The Contractor shall ensure contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The Contractor shall report any accidents involving motor vehicles or any other equipment IAW NAVSURFWARCENDIVCRANE INSTRUCTION 11240.1 or most recent instruction and NAVFAC P300.

6.8 Contractor Employee Training/Certifications

Contractor employees shall successfully complete all mandatory training as required for on-site performance such are Information Assurance, Sexual Harassment Prevention, etc. Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks. The certification training specific to the Government may be funded/provided by the Government. This includes certifications such as Laser Operator Certification, Electrical Safety, Electrostatic Discharge, Soldering, Wire Bonding, etc. The Contractor shall successfully complete other specific training courses such as government contracting, government financial, etc as required. Training considered to be employee development will not be provided/funded by the Government.

6.9 Data Rights

The Government shall have unlimited rights to all information or works developed in the performance of this effort. The data/documentation/items delivered/created in support of this effort become the property of the US Government and will be delivered without proprietary or restrictive markings.

6.10 Status Reporting and Invoicing

Contractor shall prepare and submit a progress and status report monthly covering the calendar month with the report due by the 15th of each month. Contractor shall provide the Government, concurrent with the contractor's invoice, a detailed financial expenditures report. All labor, subcontract costs, travel, material, overtime, etc. should be clearly explained in sufficient detail to validate invoice/payment.

6.11 Non-Disclosure Agreements.

All contractor personnel shall execute Non-Disclosure Agreements to perform work under this order to protect private party proprietary, competitive sensitive and/or Government mission, business or procurement information

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from disclosure.

6.12 Period of Performance

The period of performance of this tasking is one basic period of performance with an additional 1-year option.

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SECTION D PACKAGING AND MARKING

All Applicable Clauses in accordance with Section D of Basic Contract

SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

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 (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

CLAUSES INCORPORATED BY REFERENCE

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52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001
52.246-5 Inspection of Services-Cost Reimbursement APR 1984
252.246-7000 Material Inspection and Receiving Report MAR 2003

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

| | |
|------|------------------------|
| 1000 | 4/16/2007 - 12/31/2009 |
| 3000 | 4/16/2007 - 12/31/2009 |

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 32 months thereafter, estimated at:

| | |
|------|------------------------|
| 1000 | 4/16/2007 - 12/31/2009 |
| 3000 | 4/16/2007 - 12/31/2009 |

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified in this task order.

TASK ORDER MANAGER (TOM)
Task Order Manager

NSWC Crane Division
Crane, IN 47522

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Midwest Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow - Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher.

Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC: HQ0338
WAWF Invoice Type: Cost Voucher
Issue by DODAAC: N00164
Admin DODAAC: S2404A
DCAA DODAAC (if applicable): N/A
OF AWARD Service Approver: N00164
Inspect by DODAAC: N/A
Service Acceptor DODAAC: N00164
LPO DODAAC: N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by SLIN (sub-contract line item number).

The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

TOM Information:
Task Order Manager

NSWC Crane Division
300 HWY 361 B-64
Crane, IN 47522

Additional WAWF Information:

and one copy to kelli.kixmiller@navy.mil

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer

| | | | | |
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the task order if such address is different from the address shown on the proposal.

Address: _____
Street & number _____
City & State _____
County _____
Zip Code _____

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)
(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name Phone E-mail Address (optional)

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

CODE 0561, Bldg 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5011

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlements of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either

Accounting Data

| SLINID | PR Number | Amount |
|--|-----------|-----------|
| 100001 | | 100000.00 |
| LLA : | | |
| A1 9770100.56SF SC7 SW20 6LU28A 010000 57800 017417 | | |
| Incremental funding for CLIN 1000 | | |
| ACRN A1 | | |
| Document No. F4FDAG6291G001 | | |
| Labor for U28 Program | | |
| 100002 | | 15479.00 |
| LLA : | | |
| A2 1771506 U1SH 251 00019 0 050119 2D 000000 PMA299A1T500 (AA) | | |
| Incremental funding for CLIN 1000 | | |
| ACRN A2 | | |
| Document No. N0001907RX06038 | | |
| Labor for MH-60R Program | | |
| 100003 | | 52679.00 |
| LLA : | | |
| A3 1771506 U1VR 251 00019 0 050119 2D 000000 PMA299BAPT10 (AA) | | |
| Incremental funding for CLIN 1000 | | |
| ACRN A3 | | |
| Document No. N0001907RX05873 | | |
| Labor for MH-60S Program | | |
| 300001 | | 14000.00 |
| LLA : | | |
| A1 9770100.56SF SC7 SW20 6LU28A 010000 57800 017417 | | |
| Incremental funding for CLIN 3000 | | |
| ACRN A1 | | |
| Document No. F4FDAG6291G001 | | |
| ODC for U28 Program | | |
| 300002 | | 4000.00 |
| LLA : | | |
| A2 1771506 U1SH 251 00019 0 050119 2D 000000 PMA299A1T500 (AA) | | |
| Incremental funding for CLIN 3000 | | |
| ACRN A2 | | |
| Document No. N0001907RX06038 | | |
| ODC for MH-60R | | |

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300003 5000.00
LLA :
A3 1771506 U1VR 251 00019 0 050119 2D 000000 PMA299BABT10 (AA)
Incremental funding for 3000
ACRN A3
Document No. N0001907RX05873
ODC for MH-60S

BASE Funding 191158.00
Cumulative Funding 191158.00

MOD 01

100004 25000.00
LLA :
A4 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H455
Incremental funding for CLIN 1000
\$25,000
ACRN A4
Labor for Army IGNAT/Warrior Program

100005 50000.00
LLA :
A5 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H058
Incremental funding for CLIN 1000
\$50,000
ACRN A5
Labor for USAF Program

100006 6000.00
LLA :
A6 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H233
Incremental funding for CLIN 1000
\$6,000
ACRN A6
Labor for Prototyping that includes painting of GFM IAW drawings provided as GFI in support of Range at Camp Atterbury

300004 80000.00
LLA :
A4 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H455
Incremental funding for CLIN 3000
ACRN A4
ODC for Army IGNAT/Warrior Program

300005 10000.00
LLA :
A5 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H058
Incremental funding for CLIN 3000
ACRN A5
ODC for USAF Program

300006 2000.00
LLA :
A6 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H233
Incremental funding for CLIN 3000
ACRN A6
ODC for Camp Atterbury Program

MOD 01 Funding 173000.00
Cumulative Funding 364158.00

MOD 02

100007 40000.00
LLA :
A7 97X4930 NH1J 000 77777 0 000164 2F 000000 85851 B85H443
Incremental funding for CLIN 1000
\$40,000
ACRN A7
Labor for TSS Program

100008 50000.00
LLA :
A8 5763010 116 6045 189912 6003 000000 659900
Incremental funding for CLIN 1000
\$50,000
ACRN A8
Document # NMM6600519
Labor for U-28 Program

300007 8000.00
LLA :
A7 97X4930 NH1J 000 77777 0 000164 2F 000000 85851 B85H443
Incremental funding for CLIN 3000
\$8,000
ACRN A7
ODC for TSS Program

300008 83158.00
LLA :
A8 5763010 116 6045 189912 6003 000000 659900
Incremental funding for CLIN 3000
\$83,158
ACRN A8
Document # NMM6600519
ODC for U-28 Program

MOD 02 Funding 181158.00
Cumulative Funding 545316.00

MOD 03

100009 595000.00
LLA :
A9 1771319 U5NJ 255 00019 0 050119 2D 000000 PMA261KAADAA (AA)
Incremental funding for CLIN 1000
ACRN A9
Doc No. N0001907RX07985
Labor for CH53K Program
TI 011

300009 47000.00
LLA :
A9 1771319 U5NJ 255 00019 0 050119 2D 000000 PMA261KAADAA (AA)
Incremental funding for CLIN 3000
ACRN A9
Doc No. N0001907RX07985
ODC for CH53K Program

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TI 011

300010 4000.00
 LLA :
 A6 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H233
 Incremental funding for CLIN 3000
 \$4,000
 ACRN A6
 ODC for IGNAT/WARRIOR Program

MOD 03 Funding 646000.00
 Cumulative Funding 1191316.00

MOD 04

100010 2215500.00
 LLA :
 A9 1771319 U5NJ 255 00019 0 050119 2D 000000 PMA261KAADAA (AA)
 ACRN A9
 Doc No. N0001907RX07985

300011 200000.00
 LLA :
 A9 1771319 U5NJ 255 00019 0 050119 2D 000000 PMA261KAADAA (AA)
 ACRN A9
 Doc No. N0001907RX07985

MOD 04 Funding 2415500.00
 Cumulative Funding 3606816.00

MOD 05

300012 32000.00
 LLA :
 B1 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B82D85H
 JACYL CCA SUPPORT
 ACRN B1

300013 2585.00
 LLA :
 B1 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B82D85H
 Jacyl CCA Support
 ACRN B1

300014 131491.00
 LLA :
 B2 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B85H271
 ACRN B2
 TI 0004 & 0007

MOD 05 Funding 166076.00
 Cumulative Funding 3772892.00

MOD 06

100011 72260367 20000.00
 LLA :
 B3 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B85H180

100012 72419442 100000.00
 LLA :
 B4 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B85H164

100013 72482540 3381.60
 LLA :
 B5 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H511

100014 72482542 3760.44
 LLA :
 B6 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H521

100015 72482545 3381.60
 LLA :
 B6 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H521

100016 72482553 3760.44
 LLA :
 B5 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H511

100017 72492854 60000.00
 LLA :
 B7 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H566

100018 72558532 250000.00
 LLA :
 B8 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H073

100019 72558537 90000.00
 LLA :
 A1 9770100.56SF SC7 SW20 6LU28A 010000 57800 017417
 Standard Number: F4FDAG6291G001 (AA)

100020 72568629 1500.00
 LLA :
 A6 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H233

100021 71983896 32000.00
 LLA :
 B1 97X4930 NH1J 000 77777 0 00164 2F 000000 85852B82D85H
 MOVED FROM SLIN 300012

300012 (32000.00)
 LLA :
 B1 CANCELLED MOVED TO SLIN 100021
 JACYL CCA SUPPORT
 ACRN B1

300015 72419447 16000.00
 LLA :
 B9 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H171

300016 72558542 10000.00
 LLA :
 A1 9770100.56SF SC7 SW20 6LU28A 010000 57800 017417

300017 72568631 626.35
 LLA :
 A6 97X4930 NH1J 000 77777 0 000164 2F 000000 85852 B85H233

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MOD 06 Funding 562410.43
Cumulative Funding 4335302.43

MOD 07

100013 72482540 54105.60
LLA :
B5 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H511

100014 72482542 (3760.44)
LLA :
B6 CANCELLED MOVED TO ODC

100015 72482545 33816.00
LLA :
B6 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H521

100016 72482553 (3760.44)
LLA :
B5 CANCELLED MOVED TO ODC

100022 72580808 68795.20
LLA :
C1 5773400 307 6045 100900 04 92498F 592 659900
Standard Number: NMM7600475 (AA)

300018 72482542 41364.84
LLA :
B6 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H521

300019 72482553 63927.48
LLA :
B5 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H511

MOD 07 Funding 254488.24
Cumulative Funding 4589790.67

MOD 08

100023 72963362 132080.96
LLA :
C2 1781804 4A4N 251 00019 0 050120 2D 000000 HQ018RXCVO1L
Standard Number: N0001908RXCVO1L (AA)

100024 73027793 250000.00
LLA :
C3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H093

300020 72975401 9568.76
LLA :
C2 1781804 4A4N 251 00019 0 050120 2D 000000 HQ018RXCVO1L
Standard Number: N0001908RXCVO1L (AA)

300021 73027802 80000.00
LLA :
C4 9780100 56SF SC08 SW20 HEU28A 010000 59200 017417 503000 F03000 FSR 36212 PSR 22
3411 DSR 077517
Standard Number: F4FDAG7288G003 (AA)

MOD 08 Funding 471649.72
Cumulative Funding 5061440.39

MOD 09

100025 73323321 50000.00
LLA :
C5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H007

100026 73323327 100000.00
LLA :
C6 2182020 0000 5E-5E22 P135197.00000 25FB S01021 CRN: MIPR8BCRNGAB01 MRRN: 9U81135
197TUGNT JONO:89UGAB CC:9U0000
Standard Number: MIPR8BCRNGAB01 (AA)

100027 73323345 53000.00
LLA :
C7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H169

100028 73323464 35500.00
LLA :
C8 1771506 47C2 312 00019 0 050119 2D 000000 PMA260AAAAC2
Standard Number: N0001907RX07732 (AA)

100029 73323523 15000.00
LLA :
C9 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H180

100030 73323620 325000.00
LLA :
C4 9780100 56SF SC08 SW20 HEU28A 010000 59200 017417 503000 F03000 FSR 36212 PSR 22
3411 DSR 077517
Standard Number: F4FDAG7288G003 (AA)

100031 73101553 1185.77
LLA :
D1 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H155

300022 73313233 6100.00
LLA :
C7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H169

300023 73323330 10000.00
LLA :
C6 2182020 0000 5E-5E22 P135197.00000 25FB S01021 CRN: MIPR8BCRNGAB01 MRRN: 9U81135
197TUGNT JONO:89UGAB CC:9U0000

300024 73323352 7000.00
LLA :
C7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H169

300025 73323623 75000.00
LLA :
C4 9780100 56SF SC08 SW20 HEU28A 010000 59200 017417 503000 F03000 FSR 36212 PSR 22
3411 DSR 077517
Standard Number: F4FDAG7288G003 (AA)

MOD 09 Funding 677785.77

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Cumulative Funding 5739226.16

MOD 10

100027 73323345 (20000.00)
LLA :
C7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H169

MOD 10 Funding -20000.00
Cumulative Funding 5719226.16

MOD 11

100032 5000.00
LLA :
D2 97X4930. NH1J 000 77777 0 000164 2F 000000 J5120CJ5H200
Reqn. No. 80159182

100033 15000.00
LLA :
D3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H215
Reqn. No. 80097406

300026 85000.00
LLA :
D4 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H211
Reqn. No. 80118591

MOD 11 Funding 105000.00
Cumulative Funding 5824226.16

MOD 12

100034 80307384 75000.00
LLA :
D5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H237

300027 80307391 7000.00
LLA :
D5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5110CJ5H237

300028 80307375 3000.00
LLA :
D6 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H246

MOD 12 Funding 85000.00
Cumulative Funding 5909226.16

MOD 13

100035 80719819 10000.00
LLA :
D7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H228

100036 80719826 100000.00
LLA :
D8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H298

100037 80719901 200000.00
LLA :
D9 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H094

100038 80719962 47573.78
LLA :
E1 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H046

300029 80719765 10000.00
LLA :
E2 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H289

300030 80719809 10000.00
LLA :
E3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H290

300031 80719907 7064.55
LLA :
E4 5773010 117 6045 189911 6003 000000 000 659900
Standard Number: NMM7600252 (AA)

300032 80719942 20000.00
LLA :
E6 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H090

300033 70719951 10000.00
LLA :
E5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H117

MOD 13 Funding 414638.33
Cumulative Funding 6323864.49

MOD 14

100039 125000.00
LLA :
E7 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 FSR 016862 PSR 583112
DSR 053541
Standard Number: F2BDED7352G001 (AA)
Reqn. No. 80919845

300034 225000.00
LLA :
E7 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 FSR 016862 PSR 583112
DSR 053541
Standard Number: F2BDED7352G001 (AA)
Reqn. No. 80919843

MOD 14 Funding 350000.00
Cumulative Funding 6673864.49

MOD 15

100040 81067896 35420.00
LLA :
E2 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H289

100041 81203211 140000.00
LLA :

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E8 9780100.56SF SC8 SW20 HEU28A 010000 59200 017417 503000 F03000 ESP ST FSR 036212
 PSR 223411 DSR 077517
 Standard Number: F4FDAG7288G003 (AB)

100042 81067771 3220.00

LLA :
 E9 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218RX00190
 Standard Number: N6833508RX00190 (AA)

100043 81067787 9660.00

LLA :
 F1 1781506 U5CR 310 00019 0 050120 2D 000000 HQ018RX72960
 Standard Number: N0001908RX72960 (AA)

100044 81067878 38640.00

LLA :
 E3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H290

100045 81203211 140000.00

LLA :
 F2 9780100.56SF SC8 SW20 HEU28A 010000 59200 017417 503000 F03000 ESP ST FSR 036212
 PSR 223411 DSR 077517
 Standard Number: F4FDAG7288G003 (AC)

100046 81203277 240000.00

LLA :
 F3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H326

100047 81213929 25000.00

LLA :
 D6 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H246

100048 81225164 45263.00

LLA :
 F4 1781506 U1VR 251 00019 0 050120 2D 000000 HQ018RX72337
 Standard Number: N0001908RX72337 (AA)

100049 81288543 200000.00

LLA :
 E5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H117

100050 81288563 75000.00

LLA :
 F5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H153

100051 81288566 75000.00

LLA :
 D9 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H094

100052 81129820 60000.00

LLA :
 F6 97X4930. NH1J 000 77777 0 000164 2F 000000 J51100C82006

300035 80853721 3500.00

LLA :
 F7 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218RX00185
 Standard Number: N6833508RX00185 (AA)

300036 81067761 3138.00

LLA :
 E9 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218RX00190
 Standard Number: N6833508RX00190 (AA)

300037 81067779 9414.00

LLA :
 F1 1781506 U5CR 310 00019 0 050120 2D 000000 HQ018RX72960
 Standard Number: N0001908RX72960 (AA)

300038 81067892 37656.00

LLA :
 E3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H290

300039 81067893 34518.00

LLA :
 E2 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H289

300040 81203285 25000.00

LLA :
 F3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H326

300041 81213923 3000.00

LLA :
 D6 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H246

300042 81288558 15000.00

LLA :
 E5 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H117

300043 81192708 5000.00

LLA :
 D7 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H228

300044 81129843 85000.00

LLA :
 F6 97X4930. NH1J 000 77777 0 000164 2F 000000 J51100C82006

MOD 15 Funding 2073429.00
 Cumulative Funding 8747293.49

MOD 16

100045 81203211 (140000.00)

LLA :
 F2 9780100.56SF SC8 SW20 HEU28A 010000 59200 017417 503000 F03000 ESP ST FSR 036212
 PSR 223411 DSR 077517
 Standard Number: F4FDAG7288G003 (AC)

100053 81622020 25000.00

LLA :
 F8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H309

100054 81653673 3381.60

LLA :
 F9 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218WX00311
 Standard Number: N6833508WX00311 (AB)

300045 81622030 5000.00

LLA :
 F8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H309

300046 81653500 86826.58

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LLA :
F3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H326

300047 81653673 3760.44

LLA :
F9 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218WX00311
Standard Number: N6833508WX00311 (AB)

MOD 16 Funding -16031.38
Cumulative Funding 8731262.11

MOD 17

100055 81758684 580000.00

LLA :
G1 1781319 U5NJ 255 00019 0 050120 2D 000000 HQ018RX73374
Standard Number: N0001908RX73374 (AA)

100056 81728395 15000.00

LLA :
G2 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100CJ5H291

300048 81728414 5000.00

LLA :
G3 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100CJ5H292

MOD 17 Funding 600000.00
Cumulative Funding 9331262.11

MOD 18

300034 (90000.00)

LLA :
E7 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 FSR 016862 PSR 583112
DSR 053541
Standard Number: F2BDED7352G001 (AA)
Reqn. No. 80919843

300049 500000.00

LLA :
G1 1781319 U5NJ 255 00019 0 050120 2D 000000 HQ018RX73374
Standard Number: N0001908RX73374 (AA)
Reqn. No. 82103683

300050 90000.00

LLA :
G4 5773010 117 60MA 189919 060030 00000 000000 503000 F03000 FSR 040711 PSR 249123
DSR 277586
Standard Number: F4FDAG8205G002 (AA)
Reqn. No. 82178774

MOD 18 Funding 500000.00
Cumulative Funding 9831262.11

MOD 19

100057 82462973 30000.00

LLA :
G5 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100CJ5H237

100058 82462974 45000.00

LLA :
G6 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100CJ5H120

100059 82337897 45000.00

LLA :
D6 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H246

100060 82473733 65287.00

LLA :
G7 97X4930. NH1J 000 77777 0 000164 2F 000000 J51000C82006

100061 82538759 10000.00

LLA :
G8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CW57734

100062 82623768 176.00

LLA :
E8 9780100.56SF SC8 SW20 HEU28A 010000 59200 017417 503000 F03000 ESP ST FSR 036212
PSR 223411 DSR 077517
Standard Number: F4FDAG7288G003 (AB)

300051 82635381 7125.00

LLA :
G9 9780100.56SF SC8 SW20 HHU28A 010000 59200 017417 503000 F03000 ESP ST ALD AA FSR
036212 PSR 660504 DSR 148269
Standard Number: F4FDAG7288G003 (AD)

300052 82635330 7000.00

LLA :
H1 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218WX00305
Standard Number: N6833508WX00305 (AB)

300053 82462935 2040.00

LLA :
H2 2172093 0000 EU-SU01 241000.00000 2512 JDJT S12193 MIPR7K385X7409 J72D RL81
Standard Number: MIPR7ECRNE0002 (AA)

300054 82462984 5000.00

LLA :
H3 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100CJ5H121

300055 82538763 1000.00

LLA :
G8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CW57734

MOD 19 Funding 217628.00
Cumulative Funding 10048890.11

MOD 20

100063 59290.00

LLA :
H2 2172093 0000 EU-SU01 241000.00000 2512 JDJT S12193 MIPR7K385X7409 J72D RL81
Standard Number: MIPR7KCRNE0005 (AA)
Reqn. No. 82462931

With regards to SLIN 100063 (ACRN H2), 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective

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date of above modifications. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.

100064 15000.00

LLA :
H4 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 CJ5H295
Reqn. No. 82463064

With regards to SLIN 100064 (ACRN H4), 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modifications. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.

300056 2960.00

LLA :
H2 2172093 0000 5U-5U01 241000.00000 2512 JDJT S12193 MIPR7K385X7409 J7ZD RL81
Standard Number: MIPR7KCRNE0005 (AA)
Reqn. No. 82462910

With regards to SLIN 300056 (ACRN H2), 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modifications. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.

MOD 20 Funding 77250.00
Cumulative Funding 10126140.11

MOD 21

100065 40000.00

LLA :
H5 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 DJ5H026
REQN. NO. 8322-0883

100066 60000.00

LLA :
H5 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 DJ5H026
REQN. NO. 8322-0884 (ACRN Increase)

MOD 21 Funding 100000.00
Cumulative Funding 10226140.11

MOD 22

100067 10000.00

LLA :
H6 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 DJ5H028
REQN. NO. 8344-9336

100068 25000.00

LLA :
H7 1781506 U1SH 310 00019 0 050120 2D 000000 HQ018RX73031
REQN. NO. 8344-9339
DOCUMENT NO. N0001908RX73031 (AA)

100069 47613.89

LLA :
H8 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 DJ5H170
REQN. NO. 8350-1803

MOD 22 Funding 82613.89
Cumulative Funding 10308754.00

MOD 25

100001 (0.03)

LLA :
A1 9770100.56SF SC7 SW20 6LU28A 010000 57800 017417
Incremental funding for CLIN 1000
ACRN A1
Document No. F4FDAG6291G001
Labor for U28 Program

100018 72558532 (3816.44)

LLA :
B8 97X4930. NH1J 000 77777 0 000164 2F 000000 85852B85H073

MOD 25 Funding -3816.47
Cumulative Funding 10304937.53

MOD 26

100046 81203277 (4680.06)

LLA :
F3 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H326

100061 82538759 (233.43)

LLA :
G8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CW57734

100069 (10989.42)

LLA :
H8 97X4930 NH1J 000 77777 0 000164 2F 000000 J5100 DJ5H170
REQN. NO. 8350-1803

300055 82538763 (6.92)

LLA :
G8 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CW57734

MOD 26 Funding -15909.83
Cumulative Funding 10289027.70

MOD 27

100031 73101553 (978.62)

LLA :
D1 97X4930. NH1J 000 77777 0 000164 2F 000000 J5100CJ5H155

MOD 27 Funding -978.62
Cumulative Funding 10288049.08

MOD 28

100055 81758684 (8310.85)

LLA :
G1 1781319 U5NJ 255 00019 0 050120 2D 000000 HQ018RX73374

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Standard Number: N0001908RX73374 (AA)

300049 (1910.39)

LLA :
G1 1781319 U5NJ 255 00019 0 050120 2D 000000 HQ018RX73374
Standard Number: N0001908RX73374 (AA)
Reqn. No. 82103683

300056 (91.47)

LLA :
H2 2172093 0000 5U-5U01 241000.00000 2512 JDJT S12193 MIPR7K385X7409 J72D RL81
Standard Number: MIPR7KCRNE0005 (AA)
Reqn. No. 82462910

With regards to SLIN 300056 (ACRN H2), 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modifications. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.

MOD 28 Funding -10312.71
Cumulative Funding 10277736.37

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

- I. The contractor's facility supporting this requirement must be have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage.

GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

*To be identified upon issuance of Technical Instruction (TI).

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are:

(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.

(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not be held liable for any such instruction.

(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/technical direction letter.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number is set forth below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below.

| SLIN | AMOUNT | PERIOD OF PERFORMANCE |
|------|----------------|-------------------------------|
| 1000 | \$7,379,921.15 | 16 APRIL 2007 - 15 APRIL 2009 |
| 3000 | \$2,897,815.22 | 16 APRIL 2007 - 15 APRIL 2009 |

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to **\$10,277,736.37** inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies to this task order.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, obtaining boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding. If the Contractor is to place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with the site and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal responsibility for their own identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of the contract.

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(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer. If any change is made by anyone other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using department. Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the government. The Contracting Officer shall give written notice, to the Contractor, of Option Year I renewal within 365 days from the end of the task order.

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 DOL Wage Determination

Attachment 2 - DD 254

CDRLS A001-A004

CDRLS A005-A008

CDRLS A009-A012

CDRLS A013-A016

CDRLS A017-A020

CDRLS A021-A024

CDRLS A025-A028

CDRLS A029-A032

CDRLS A033-A035