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|---|----------------------------------|---|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 03 | 3. EFFECTIVE DATE 06-Nov-2009 | 4. REQUISITION/PURCHASE REQ. NO. N0002410RX10579 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY FISC Norfolk, Contracting Dept Norfolk 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Harris.Carr@navy.mil 757-443-1391 | CODE N00189 | 7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666 | | CODE S5111A |

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 AVW Technologies Inc.
 860 Greenbrier Circle, Suite 305
 Chesapeake VA 23320-2640

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|--|--|
| CAGE CODE 1Y9N5 FACILITY CODE 112022509 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4207-FK01 |
| | 10B. DATED (SEE ITEM 13) 19-Nov-2008 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) - Mutual Agreement of the Parties |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

| | | | |
|---|---------------------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Michael W. Wendel, President | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marsha S Witcher, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Michael W. Wendel (Signature of person authorized to sign) | 15C. DATE SIGNED 05-Nov-2009 | 16B. UNITED STATES OF AMERICA BY /s/Marsha S Witcher (Signature of Contracting Officer) | 16C. DATE SIGNED 05-Nov-2009 |

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GENERAL INFORMATION

The purpose of this modification is to increase CLIN 4000 and add incremental funding to CLIN 4000 for Option Year 1 by \$150,000... Accordingly, said Task Order is modified as follows:

For ODC items CLIN 4000 Option Year 1:

Add CLIN 4004 to reflect 1 Lot \$150,000 accordance with Performance Work Statement (PWS). (O&MN,N)

Change the total value of the Option Year 1 contract from \$814,980.99 to a new contract total of \$964,980.99.

The Line of Accounting (LOA) has been added to 4000 ODC CPFF 4000 under ODC CLIN 4004.
LOA-AA 1591319 64PB 251 SASCV 0 068342 2D 213510 Cost Code: 422080000010

All other contract terms and conditions remain the same.

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

The total amount of funds obligated to the task is hereby increased by \$150,000.00 from \$805,866.22 to \$955,866.22.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|------------|------------|
| 400401 | O&MN,N | 0.00 | 150,000.00 | 150,000.00 |

The total value of the order is hereby increased by \$150,000.00 from \$814,980.99 to \$964,980.99.

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|-----------|------------|------------|
| 4004 | 0.00 | 150,000.00 | 150,000.00 |

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|---|------|------|--------------|-------------|--------------|
| 1000 | Base Year: Technical, Analytical, Administrative, and Material Support Services in accordance with the Statement of Work (RDT&E) | 12.0 | LM | \$712,394.80 | \$56,991.59 | \$769,386.39 |
| 100001 | FUNDING FOR CLIN 1000 (RDT&E) | | | | | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|--|-----|------|-------------|
| 3000 | Base Year: Travel in accordance with the Statement of Work (RDT&E) | 1.0 | Lot | \$35,594.60 |
| 3001 | Add additional funding of 10,000.00 for base year travel (O&MN,N) | 1.0 | Lot | \$10,000.00 |

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|---|------|------|--------------|-------------|--------------|
| 4000 | Option Year I: Technical, Analytical, Administrative, and Material Support Services in accordance with the Statement of Work (RDT&E) Option | 12.0 | LM | \$733,865.20 | \$58,709.22 | \$792,574.42 |
| 4001 | Option Year II: Technical, Analytical, Administrative, and Material | 12.0 | LM | \$755,861.60 | \$60,468.93 | \$816,330.53 |

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Support Services
in accordance
with the
Statement of Work
(RDT&E)
Option

| | | | | | |
|------|---|---------|--------------|-------------|--------------|
| 4002 | Option Year III: Technical, Analytical, Administrative, and Material Support Services in accordance with the Statement of Work (RDT&E) Option | 12.0 LM | \$778,508.80 | \$62,280.70 | \$840,789.50 |
|------|---|---------|--------------|-------------|--------------|

| | | | | | |
|------|--|---------|--------------|-------------|--------------|
| 4003 | Option Year IV: Technical, Analytical, Administrative, and Material Support Services in accordance with the Statement of Work (RDT&E) Option | 12.0 LM | \$801,853.20 | \$64,148.26 | \$866,001.46 |
|------|--|---------|--------------|-------------|--------------|

| | | | | | |
|------|--|--------|--------------|--------|--------------|
| 4004 | Add Additional Incremental Funding of \$150,000 for Option Year 1. (O&MN,N) | 1.0 LM | \$150,000.00 | \$0.00 | \$150,000.00 |
|------|--|--------|--------------|--------|--------------|

400401 Additional
Incremental
Funding for
Option Year 1
(O&MN,N)

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|-------|---|-----|------|-------------|
| ----- | | | | |
| 6000 | Option Year I: Travel in accordance with the Statement of Work (RDT&E) Option | 1.0 | Lot | \$42,959.00 |
| 6001 | Option Year II: Travel in accordance with the Statement of Work (RDT&E) Option | 1.0 | Lot | \$46,641.20 |
| 6002 | Option Year III: | 1.0 | Lot | \$49,096.00 |

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Travel in accordance with the Statement of Work (RDT&E) Option

6003 Option Year IV: 1.0 Lot \$52,778.20
Travel in accordance with the attached Statement of Work (RDT&E) Option

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 8,560 estimated manhours of direct labor. If all option periods and quantities are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 34,240 estimated manhours of direct labor, for a total level of effort of 42,800 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

| Labor Category | BASE YEAR (2008) | OPTION YEAR 1 (2009) | OPTION YEAR 2 (2010) | OPTION YEAR 3 (2011) | OPTION YEAR 4 (2012) |
|----------------------------------|---------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Aviation Operations Test Analyst | 2080 | 2080 | 2080 | 2080 | 2080 |
| Aviation Operation Test Analyst | 2080 | 2080 | 2080 | 2080 | 2080 |
| Surface Warfare Test Analyst | 2080 | 2080 | 2080 | 2080 | 2080 |
| C4ISR Military Test Analyst | 2080 | 2080 | 2080 | 2080 | 2080 |
| Database Administrator | 240 | 240 | 240 | 240 | 240 |
| Total Labor | 8,560 | 8,560 | 8,560 | 8,560 | 8,560 |

(c) No overtime is authorized under this task order.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue

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performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (OCT 1992)

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

(End of Provision)

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

See the below chart for the applicable fixed fee for work performed under this task order provided the required number of hours shown in the below chart are employed by the contractor in performance of this task order. If substantially fewer than the required number of hours shown in the below chart of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate shown in the below chart per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Base \$ _____ 8,560 \$ _____

Option I \$ _____ 8,560 \$ _____

Option II \$ _____ 8,560 \$ _____

Option III \$ _____ 8,560 \$ _____

Option IV \$ _____ 8,560 \$ _____

* To be filled in by the offeror using the proposed fixed fee dollar amount.

** To be filled in by offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

(End of Provision)

"LIMITATION OF LIABILITY -TASK ORDER FUNDING MANAGEMENT"

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$795,866.22. It is estimated that these funds will cover the cost of performance through 05 November 2009. Subject to the provisions of the clause entitled "Contract Funding Management" no legal liability on the part of the Government for payment in excess of \$795,866.22 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Future Aircraft Carrier CVN-21

1. **Scope of Tasking** – Contractors will provide technical, analytical, administrative and material support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR) in the definition, conduct and analysis of structured operational tests and evaluations of the Future Aircraft Carrier (CVN-21) Project Number 1610.

Planned Milestones:

OT-B2 Operational Assessment (OA): December 2008 – 19 Feb 2009

Sortie Generation Rate (SGR) Review #8: December 2008 – Mar 2009

a. Place of Performance. One contractor will work on-site as primary technical project lead coordinating work effort and deliverables. Unless required to support mission accomplishment, all other work will be performed at the contractor's site. The customer location is:

Commander, Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505-1498

The contractor shall comply with COMOPTEVFORINST 5239 (series), with regard to non-government hardware and software.

b. Period of Performance: 12 months from effective date with 4 options years.

c. Travel Requirements:

| Location | # of Trips | # of Days |
|----------------------------|------------|-----------|
| SPAWAR- San Diego,CA | 3 | 3 |
| GA- San Diego, CA | 2 | 3 |
| PMS378-Wash DC Area | 8 | 3 |
| NAES- Lakehurst, NJ | 2 | 3 |
| NAVAIR- Patuxent River, MD | 2 | 3 |
| Wallops Island, VA | 2 | 3 |
| NSWC-Port Hueneme, CA | 2 | 3 |

2. **Applicable Documents.** The following list of references is not all inclusive but forms the basis for the Test and Evaluation by COMOPTEVFOR in support of this program:

DOD 5000.1, Defense Acquisition

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DOD 5000.2, Operation of the Defense Acquisition System
SECNAVINST 5000.2C, Implementation of Mandatory Procedures for Major Defense Acquisition Programs
COTFINST 3960.1, Operational Test Director's Guide
Test and Evaluation Master Plan (TEMP)
Operational Requirements Document (ORD)

3. **Specific Tasking – Deliverables**

The contractors shall provide support in evaluating the operational effectiveness and suitability of the Future Aircraft Carrier (CVN 21) TEIN 1610 during early operational testing.

Documentation Review (CDRL: A001)

- (1) Review program documentation, including but not limited to:
Top Level Requirement (TLR), Required Operational Capability (ROC) / Predicted Operational Environment (POE), Concept of Operations (CONOPS), Operational Requirements Documents (ORD), Test and Evaluation Master Plan (TEMP) (both Integrated and Operational), Initial Capabilities Document (ICD), Capability Development Document (CDD), and Capability Production Document (CPD), Navy Training Plan, manning documents, Program Acquisition Logistics Support Plan (ALSP), training manuals, and operator and maintenance manuals, and provide comments.

b. Test Planning Support (CDRLs: A002, A003, A005, A006, A008)

Assist in the development of critical operational issues (COIs) for operational testing (OT), operational evaluations (OPEVALs), and follow-on test and evaluations (FOT&E), and compile data necessary to draft the tests (both integrated and operational).

Conduct background research and provide analytical support and recommendations for the development of data collection plans for testing the operational effectiveness and suitability.

Draft TEMP comments and TEMP Part IV and applicable portions of Part V.

Devise test matrices and procedures to satisfy COMOPTEVFOR testing objectives.

Determine data reduction/reconstruction requirements (including hardware and software resources necessary for the collection and storage); identify facilities which can provide this processing; and prepare appropriate documentation to support the required service(s).

c. Modeling and Simulation (M&S) Analysis Support (CDRL: A004)

Provide support in conducting liaison with model proponents, Independent Validation and Verification agents, developing agencies, Navy laboratories, service Cryptologic Agencies, Navy operational commands, other U.S. Government agencies, and hardware/software contractors to ensure that M&S OT&E requirements are

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adequately addressed to permit timely and effective accreditation of M&S in support of OT&E.

(2) Provide support in maintaining an M&S Database, which consists of the version and accreditation status of all M&S used in OT&E.

(3) Conduct background research, and provide analytical support and recommendations for the development of appropriate models, simulations, and test beds; their requirements; and the appropriate methodology for the verification, validation, and accreditation (VV&A) of all M&S used for each phase of OT, particularly IOT&E.

d. Test Operations Support (CDRLs: A006, A008)

Participate in program review meetings at various locations and provide technical reports.

Support OTD as required in briefing test participants, emphasizing the objectives of the test event and specific data-gathering requirements for each participant.

Observe demonstrations / test events as appropriate to collect test data, and provide technical reports.

e. Test Analysis and Reporting (CDRLs: A006, A007, A008)

(1) Provide technical comment on changes made to the draft test plan (both integrated and operational) during staffing at COMOPTEVFOR.

(2) Perform data reduction and preliminary analysis of data to ensure data validity, prior to more detailed data processing.

(3) Correlate data using appropriate statistical techniques to analyze operational effectiveness and suitability tests.

(4) Provide technical input as necessary on test report and brief revisions.

f. Program Management Support (CDRLs: A008)

(1) Provide the TPOC with trip reports and monthly progress report including the status of work on assigned tasks, conferences/meetings attended, work plans and the expenditure of funds and labor hours during the month.

(2) Provide support in conducting liaison with developing agencies, Navy laboratories, Navy Operational Commands, other U.S. Government agencies, and hardware/software contractors to ensure that OT&E requirements are adequately addressed to permit timely and effective testing.

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5. **Deliverables** – Due Dates:

a. CDRL: Documentation Review

Deliverable: CDRL A001 Documentation Review

Due Date: 10 working days after review of designated documents, or as determined by operational requirements, coordinated with OTD.

b. CDRL: Test Planning Support

- **Deliverable:** CDRL A002 Test Planning & Operations Support

- **Due Date:** 5 working days after receipt of designated documents from the government unless otherwise agreed upon with the OTD.

c. CDRL: Draft TEMP Input

Deliverable: CDRL A003 Draft TEMP Input

Due date: 5 working days after receipt of designated documents from government unless otherwise agreed upon with the OTD.

d. CDRL: Draft Test Plan Input

- **Deliverable:** CDRL A004 Draft Test Plan Input

- **Due date:** 14 working days after receipt of designated documents from government unless otherwise agreed upon with OTD.

e. CDRL: M&S Accreditation Support

Deliverable: CDRL A005 M&S Accreditation Support

Due Date: 10 working days after receipt of designated documents from the government unless otherwise agreed upon by the OTD.

f. CDRL: Draft Final Report

Deliverable: CDRL A006 Draft Final Report

Due Date: 15 calendar days after completion of test event Unless otherwise agreed upon with the OTD.

g. CDRL: Trip / Technical Report

Deliverable: CDRL A007 Trip / Technical Report

Due Date: 5 working days after returning from the meeting. Electronics copies submitted in MS Office-compatible media preferred; TEPS format of contents required.

h. CDRL: Monthly Progress Reports

Deliverable: CDRL A008 Monthly Progress Report

Due Date: 5th of the month starting one month after contract award unless otherwise directed by OTD.

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4. LABOR CATEGORY REQUIREMENTS: Personnel proposed to work under this order must possess the minimum requirements set forth in this section. Resumes submitted for the Government's review must clearly delineate that the proposed candidate meets all minimum requirements herein:

4.1 AVIATION OPERATIONS TEST ANALYST (Key personnel - 2 Resumes)

4.1.1 Minimum Required Qualifications

Possess current working knowledge (within past 5 years) of DoD/DoN instructions and policies regarding test and evaluation (T&E) including Joint Capabilities Integration and Development System documents (ORD, CDD, CPD), and Test and Evaluation Master Plans.

A demonstrated skill in formulating, directing, interpreting and applying test planning/philosophy/policy to ensure products are scientifically valid, analytically adequate and creditable in testing.

Experienced in COMOPTEVFOR test plan development and approval, Operational Assessment (OA) Management, and OPEVAL/FOT&E management process.

Possess 2 years of DT and/or OT experience (within past 7 years).

Possess strong writing and briefing skills.

Possess working knowledge of emerging aircraft operation technologies planned for integration on CVN 78 (i.e., EMALS, AAG, ADMACS, Shipboard Weapons Loader, N-UCAS, etc)

Possess working knowledge of CVN Aviation Intermediate Maintenance Department (AIMD) process

Possess experience in Aircraft Carrier aviation ordnance, magazine sprinkler systems, magazine security systems, advanced weapons elevators, unmanned aerial vehicle (UAV) and ATFP.

The following experience is desired:

Recent experience (within last 10 years) planning, conducting and/or analyzing test for new Total Ship programs (i.e., LPD 17, T-AKE, DDG 1000, etc)

4.2 SUFACE OPERATION TEST ANALYST REQUIREMENTS (1 Key resume)

4.2.1 Minimum Required Qualifications

Possess current (within past 5 years) working knowledge of DoD/DoN instructions

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and policies regarding test and evaluation (T&E) including Joint Capabilities Integration and Development System documents (ORD, CDD, CPD), and Test and Evaluation Master Plans (TEMP)

Possess 2 years of DT and/or OT experience (within the past 7 years).

Possess strong writing and briefing skills.

Possess knowledge and expertise in Hull, Mechanical and Electrical (HM&E) concepts

Possess knowledge and expertise in Carrier Command and Control Systems and Integrated Warfare System (IWS)

Extensive knowledge and experience in Military Operations Other than War (MOOTW) and Strike Warfare Mission Planning

Possess familiarity with the aircraft carrier nuclear power systems, as well as, CVN 78 auxiliary systems, damage control, survivability, logistics and associated equipment.

The following experience is desired:

Recent experience (within last 10 years) planning, conducting and/or analyzing test for new Total Ship programs (i.e., LPD 17, T-AKE, DDG 1000, etc)

4.3 C4ISR TEST ANALYST PERSONNEL REQUIREMENTS (1 Key resume).

4.3.1 Minimum Required Qualifications

Possess current (within past 5 years) working knowledge of DoD/DoN instructions and policies regarding test and evaluation (T&E) including Joint Capabilities Integration and Development System documents (ORD, CDD, CPD), and Test and Evaluation Master Plans.

Experienced in COMOPTEVFOR test plan development and approval, Operational Assessment (OA) Management, and OPEVAL/FOT&E management process.

Possess 2 years of DT and/or OT experience (within past 7 years).

Possess strong writing and briefing skills.

Possess knowledge and expertise with C4ISR systems being planned for integration in CVN 78 (i.e., Common Datalink Management System

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(CDLMS), Battle Force Trainer (BFTT), Tactical Combat Training System (TCTS) and Total Ship Training System (TSTS), etc.).

Possess working knowledge of Information Assurance and Interoperability requirements for aircraft carriers.

Possess knowledge of Net-Ready Key Performance Parameters (KPP) requirements for CVN 78.

Recent experience (within last 10 years) planning, conducting and or analyzing new Total Ship programs (i.e., LPD 17, T-AKE, DDG 1000, etc).

Possess in depth and recent knowledge in emerging aircraft carrier warfare systems technologies related to CVN 78 ship self defense systems including: Capstone Air Warfare Ship Self Defense (AWSSD) effort; Close – In Weapon System (CIWS); NATO and Evolved Sea Sparrow Missiles; Rolling Airframe Missiles (RAM).

The following experience is desired:

Recent experience (within last 10 years) planning, conducting and/or analyzing test for new Total Ship programs (i.e., LPD 17, T-AKE, DDG 1000, etc)

5. **Security Clearance.** A minimum security clearance of SECRET is required for personnel supporting this task. Personnel should be eligible for TOP SECRET. Any personnel proposed to work on this effort shall be eligible for necessary clearances to immediately begin performance at the time of task award.

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|------------|------------|
| 1000 | Government | Government | Government | Government |
| 3000 | Government | Government | Government | Government |
| 4000 | Government | Government | Government | Government |
| 4001 | Government | Government | Government | Government |
| 4002 | Government | Government | Government | Government |
| 4003 | Government | Government | Government | Government |
| 6000 | Government | Government | Government | Government |
| 6001 | Government | Government | Government | Government |
| 6002 | Government | Government | Government | Government |
| 6003 | Government | Government | Government | Government |

QUALITY ASSURANCE SURVEILLANCE PLAN

For

ANALYTICAL OPERATIONAL TEST AND EVALUATION SUPPORT SERVICES

For

CVN-21

COMOPTEVFOR NORFOLK, VA

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.246-5 – Inspection of Services, which provides for inspections and testing of all services and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The QASP is put in place to provide Government *surveillance* oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its

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plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor’s performance.

Task Order Manager (TOM) - The TOM is responsible for technical administration of the project and assures proper Government surveillance of the Contractor’s performance. The TOM is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

5. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback – Customer feedback may be obtained from random customer complaints. Appropriate forms will be made available by the TOM for the patrons. The TOM shall have sole custody of the suggestion box. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the TOM.

Inspections – Each phase of the services rendered under the contract is subject to Government inspection during the Contractor’s operations and after completion of a task. Inspections may be routine functions performed by the TOM, or performed by others outside of the COMOPTEVFOR command. The Contractor shall not substitute Government inspection for effective quality control. Government inspections may be conducted in an unannounced manner by the TOM or other individuals designated outside the COMOPTEVFOR organization. The TOM shall maintain a Contract Discrepancy Report (CDR), a copy of which will be provided to the Contractor. Within three days, the Contractor shall reply in writing to CDR(s) by stating reason(s) for unsatisfactory performance(s) and shall identify the corrective action(s) that will be taken to prevent recurrence(s).

Performance Evaluation Meetings – During the first two months of the contract, the Contractor’s Project Manager will meet weekly with the TOM. Such meetings will be conducted at least monthly thereafter. The purpose of these meetings will be to review the Contractor’s performance and to will include the issuance of any CDR(s) issued during the period. A mutual effort will be made to resolve all problems identified.

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6. DOCUMENTATION

The TOM will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual Contractors Performance Assessment Reporting Systems report.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are predicated on a 20 November 2008 start date, estimated at:

1000 11/20/08- 11/19/2009

3000 11/20/08- 11/19/2009

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

4000 11/20/2009 - 11/19/2010

6000 11/20/2009 - 11/19/2010

4001 11/20/2010 - 11/19/2011

6001 11/20/2010 - 11/19/2011

4002 11/20/2011 - 11/19/2012

6002 11/20/2011 - 11/19/2012

4003 11/20/2012 - 11/19/2013

6003 11/20/2012 - 11/19/2013

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SECTION G CONTRACT ADMINISTRATION DATA

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports 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. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

| | <i>Routing Table</i> |
|-----------------------|----------------------|
| WAWF Invoice Type | 2-in-1 |
| Contract Number | N00178-05-D-4207 |
| Delivery Order Number | FK01 |
| Issuing Office DODAAC | N00189 |
| Admin Office DODAAC | N00189 |
| Inspector DODAAC | N57023 |

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| | |
|--|--|
| Ship To DoDAAC (for Combo), | N57023 |
| Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher) | N57023 |
| Acceptance At Other | N/A |
| Local Processing Office (Certifier) | N57023 |
| DCAA Office DODAAC (Used on Cost Voucher's only) | N/A |
| Paying Office DODAAC | HQ0251 |
| Acceptor/COR Email Address | rogerscl@cotf.navy.mil |

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice (s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

| Name | Email | Phone | Role |
|---------------------|--|-----------------------|----------|
| LCDR William Willis | rogerscl@cotf.navy.mil | 757-284-5546 x3605 | Acceptor |
| | | | |
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CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (5252.NS-0002T)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Carissa Holland
Address: Fleet & Industrial Supply Center
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
Phone: 757-443-1338

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Jordan Dorsey
Address: Fleet & Industrial Supply Center
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
Phone: 757-443-1411

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A
Address: -----
Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Defense Finance & Accounting Services Columbus (DFAS Columbus)
Address: 3990 E Broad Street
PO Box 369021
Columbus, OH 43213-1152

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Phone: 800-756-4571

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: LCDR Charles Rogers
Address: Commander, Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505-1498
Phone: 757-282-5546 Ext 3605

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A
Address: -----
Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;

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- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A
Address: -----
Phone: -----

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name: N/A
Address: -----
Phone: -----

(End of text)

```
Accounting Data
SLINID  PR Number      Amount
-----
100001  N0002409RX11303    760271.62
LLA :
AA 1791319 64PB 251 SASCV 0 068342 2D 213510 422080000010
Standard Number: N0002409RX11303
Activity Reference Number: N0002409AF164PB

3000    N0002409RX11303    35594.60
LLA :
AA 1791319 64PB 251 SASCV 0 068342 2D 213510 422080000010
Standard Number: N0002409RX11303
Activity Reference Number:
N0002409AF164PB
```

BASE Funding 795866.22
Cumulative Funding 795866.22

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3001 N0002409RX11303 10000.00
LLA :
AA 1791319 64PB 251 SASCV 0 068342 2D 213510 422080000010
Standard Number: N00178-05-D-4207-FK01
LOA FUNDING FOR INCREASE IN BASE TRAVEL AMOUNT BY \$10,000.00

MOD 02 Funding 10000.00
Cumulative Funding 805866.22

MOD 03

400401 N0002410RX10579 150000.00
LLA :
AA 1791319 64PB 251 SASCV 0 068342 2D 213510 422080000010
Standard Number: N00178-05-D-4207-FK01

MOD 03 Funding 150000.00
Cumulative Funding 955866.22

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H1-CONTRACT FUNDING MANAGEMENT

Contract Funding Management

(a) The parties estimate that performance of this contract will not cost the Government more than the Not-To-Exceed (NTE) amount specified in the Contract, unless first otherwise modified in writing by the Contracting Officer. The Contractor agrees to use its best efforts to perform the work specified in the Contract and all obligations under this Contract within the estimated cost.

(b) The Contract specifies the amount of funding presently available for payment by the Government and allotted to this Contract and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government intends to allot additional funds to the Contract up to the NTE amount the Government specified in the Schedule, but the allotment of additional funding to this Contract is not guaranteed. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the Contract. The Government's obligation under this Contract is expressly limited to the amount of appropriated funds allotted to this Contract. No legal liability on the part of the Government for any payment exceeding the funds allotted to the Contract may arise until and unless the Contracting Officer allots additional funding to the Contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Contract, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Contract or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this Contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Contract; and

(2) The Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to the contract by the Government.

(g) No notice, communication, or representation in any form other than that specified above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this Contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this Contract, whether incurred during the course of the Contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be

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allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Government to terminate this Contract in accordance with FAR 52.249-6 Alt IV.

(k) Additional funding, if any, shall be added to the Contract by modification.

(l) The following schedule represents the Government's estimate for additional funding for the Contract. The schedule is provided for informational purposes only. The contractor expressly acknowledges and understands that additional funding is not presently obligated or guaranteed for the Contract.

Base Period

Estimated Amount

Estimated Dates

ORGANIZATIONAL CONFLICT OF INTEREST:

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment subject to this contract. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring

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Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the

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system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a

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competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system,

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subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[x] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

[x] (8) To the extent work performed under this contract may be subject to 10 U.S.C. 2399, the contractor agrees to comply with 10 U.S.C. 2399

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and

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(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that: during the first thirty days, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to

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compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative or Contracting Officer.

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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 in the task order) plus the following:

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) month extension in accordance with FAR 52.217-8 Option To Extend Services.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(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 contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this

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contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Carissa Holland
ADDRESS: Fleet and Industrial Supply Center, Norfolk Office
Contracting Department, Code 240
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
PHONE: 757-443-1338
FAX: 757-443-1424
EMAIL: carissa.holland@navy.mil

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I - Contract Data Requirements List (CDRL A0001 - A0010)

Attachment II - DD254, Contract Security Classification Specification

Attachment III - Quality Assurance Surveillance Plan (QASP) Matrix