

| | | | | |
|--|----------------------------------|---|--|------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 01 | 3. EFFECTIVE DATE 20-Jun-2014 | 4. REQUISITION/PURCHASE REQ. NO. M67854-13-NR-1018 | 5. PROJECT NO. (<i>If applicable</i>) N/A | |
| 6. ISSUED BY MARCORSYS.COM 2200 Lester St Bldg 2200 Quantico VA 22134-6050 angel.quick@usmc.mil 703-432-5371 | CODE M67854 | 7. ADMINISTERED BY (<i>If other than Item 6</i>) MARCORSYS.COM 2200 Lester St Bldg 2200 Quantico VA 22134-6050 | CODE M67854 | |

| | |
|--|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (<i>No., street, county, State, and Zip Code</i>) Davis Defense Group 927 Maple Grove Drive Ste. 201 Fredericksburg VA 22407-6936 | 9A. AMENDMENT OF SOLICITATION NO. [] |
| | 9B. DATED (<i>SEE ITEM 11</i>) [] |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-06-D-4730-MU62 |
| CAGE CODE 3B0Y3 | 10B. DATED (<i>SEE ITEM 13</i>) FACILITY CODE [] 20-Sep-2013 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (*If required*)

SEE SECTION G

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

| | |
|-----|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (<i>Specify authority</i>) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| [] | |
| [] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (<i>such as changes in paying office, appropriation date, etc.</i>)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [X] | D. OTHER (<i>Specify type of modification and authority</i>) 52.217-9 Option to Extend Services |

E. IMPORTANT: Contractor [] is not, [X] 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 (<i>Type or print</i>) Janice P. Boyce, Contracts Manager | 16A. NAME AND TITLE OF CONTRACTING OFFICER (<i>Type or print</i>) Contracting Officer | | |
| 15B. CONTRACTOR/OFFEROR /s/Janice P. Boyce (Signature of person authorized to sign) | 15C. DATE SIGNED 20-Jun-2014 | 16B. UNITED STATES OF AMERICA BY _____ | 16C. DATE SIGNED 20-Jun-2014 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

GENERAL INFORMATION

The purpose of this modification is to exercise SLINs 5001AB and 5001AF. All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from _____ by _____.

CLIN/SLIN
5001AB
5001AF

The total value of the order is hereby increased from _____ by _____ to _____

CLIN/SLIN
5001AB
5001AF

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN From To

| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 1 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| 5000 | | | | | | |
| 5000AA | R425 | Combat Diver Dry Suit. The contractor shall perform in accordance with Section C, the Performance Work Statement. (O&MN,N) | 1.0 | EA | | |
| 5000AB | R425 | Combat Rubber Reconnaissance Craft. The contractor shall perform in accordance with Section C, Performance Work Statement. (O&MN,N) | 1.0 | EA | | |
| 5000AC | R425 | Diver Propulsion Device. The contractor shall perform in accordance with Section C, Performance Work Statement. (O&MN,N) | 1.0 | EA | | |
| 5000AD | R425 | CRRC SL-3. The contractor shall perform in accordance with Section C, Performance Work Statement. (O&MN,N) | 1.0 | EA | | |
| 5000AE | R425 | TORDS/Military Tandem Tethered Bundle. The contractor shall perform in accordance with Section C, Performance Work Statement. (O&MN,N) | 1.0 | EA | | |
| 5001 | | | | | | |
| 5001AA | R425 | Optional Task 1. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 5001AB | R425 | Optional Task 2. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than five(5) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| 5001AC | R425 | Optional Task 3. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 2 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| 5001AD | R425 | Optional Task 4. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 5001AE | R425 | Optional Task 5. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than three(3) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 5001AF | R425 | Optional Task 6. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| 5001AG | R425 | Optional Task 7. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than eight (8) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 5001AH | R425 | Optional Task 8. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 5001AJ | R425 | Optional Task 9. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| 5001AK | R425 | Optional Task 10.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the | 1.0 | EA | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 3 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|-----|-------------------|-----|------|------------|-------------|
|------|-----|-------------------|-----|------|------------|-------------|

period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N)

Option

5001AL R425 Optional Task 11.The contractor shall perform in 1.0 EA

accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N)

Option

5001AM R425 Optional Task 12.The contractor shall perform in 1.0 EA

accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N)

Option

5001AN R425 Optional Task 13.The contractor shall perform in 1.0 EA

accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N)

Option

5002

5002AA R425 Travel/ODCs (FundType - TBD) 12.0 MO

For FFP / NSP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|-----|-------------------|-----|------|------------|-------------|
|------|-----|-------------------|-----|------|------------|-------------|

5003 CDRLs Base Period

For FFP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|-----|-------------------|-----|------|------------|-------------|
|------|-----|-------------------|-----|------|------------|-------------|

8001

8001BA R425 Optional Task 1. The contractor shall perform in 1.0 EA
accordance with Section C, Performance Work Statement. The period of performance represents the

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 4 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| | | period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | | | | |
| | | Option | | | | |
| 8001BB | R425 | Optional Task 2. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than five(5) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BC | R425 | Optional Task 3. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BD | R425 | Optional Task 4. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BE | R425 | Optional Task 5. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than three(3) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BF | R425 | Optional Task 6. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BG | R425 | Optional Task 7. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the | 1.0 | EA | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 5 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| | | period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than eight (8) months after option exercise. (O&MN,N) | | | | |
| | | Option | | | | |
| 8001BH | R425 | Optional Task 8. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BJ | R425 | Optional Task 9. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BK | R425 | Optional Task 10.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BL | R425 | Optional Task 11.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BM | R425 | Optional Task 12.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001BN | R425 | Optional Task 13.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the | 1.0 | EA | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 6 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| | | period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | | | | |
| | | Option | | | | |
| 8001CA | R425 | Optional Task 1. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CB | R425 | Optional Task 2. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than five(5) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CC | R425 | Optional Task 3. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than seven (7) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CD | R425 | Optional Task 4. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CE | R425 | Optional Task 5. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than three(3) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CF | R425 | Optional Task 6. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the | 1.0 | EA | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 7 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| | | period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than four (4) months after option exercise. (O&MN,N) | | | | |
| | | Option | | | | |
| 8001CG | R425 | Optional Task 7. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than eight (8) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CH | R425 | Optional Task 8. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CJ | R425 | Optional Task 9. The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) months after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CK | R425 | Optional Task 10.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CL | R425 | Optional Task 11.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the finalproduct no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| | | Option | | | | |
| 8001CM | R425 | Optional Task 12.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the | 1.0 | EA | | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 8 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|---|------|--|------|------|------------|-------------|
| period during when the Government may order this CLIN, and the contractor shall deliver the final product no later than one (1) month after option exercise. (O&MN,N) | | | | | | |
| Option | | | | | | |
| 8001CN | R425 | Optional Task 13.The contractor shall perform in accordance with Section C, Performance Work Statement. The period of performance represents the period during when the Government may order this CLIN, and the contractor shall deliver the final product no later than one (1) month after option exercise. (O&MN,N) | 1.0 | EA | | |
| Option | | | | | | |
| 8002 | | | | | | |
| 8002BA | R425 | Travel/ODCs (FundType - TBD) | 12.0 | MO | | |
| Option | | | | | | |
| 8002CA | R425 | Travel/ODCs (FundType - TBD) | 12.0 | MO | | |
| Option | | | | | | |

For FFP / NSP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|-----|-------------------|-----|------|------------|-------------|
| 8003 | | CDRLs Option 1 | | | | |
| 8004 | | CDRLs Option 2 | | | | |

OPTIONAL TASKS:

The Government intends to exercise each optional task no more than once during the task order's entire period of performance. However, the Government does reserve the right to exercise optional tasks in more than one option year or in every year of the period of performance.

(End)

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 9 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

TECHNICAL DOCUMENTATION SUPPORT SERVICES

PERFORMANCE WORK STATEMENT

FOR

PRODUCT MANAGER (PDM) RECONNAISSANCE AND AMPHIBIOUS RAIDS MARINE CORPS SYSTEMS COMMAND

1.1. Scope. The scope of this effort is to provide technical, logistics, and administrative support for technical publications on behalf of PdM RAR. This effort includes the development of technical manuals and other technical documentation as required for the following systems; Combat Diver Dry Suit (CDDS), Combat Rubber Reconnaissance Craft (CRRC), Diver Propulsion Device (DPD), CRRC SL-3, and Tandem Offset Re-Supply Delivery System (TORDS)/Military Tandem Tethered Bundle (MTTB). This effort also requires the Contractor to be prepared to develop the technical documentation described in the Optional Tasks below.

1.2 Background.

Organizationally, PdM RAR reports to the Program Manager, Infantry Weapons Systems and has Life Cycle Management responsible agency for programs related to specialized equipment used by reconnaissance and other special operation units across the range of military operations. Additionally, PdM RAR is responsible for:

1.2.1 Oversight of the acquisition and operational support of small craft, and equipment for explosive breaching, individual assault, combatant diving, and parachuting.

1.2.2 Constant process of R&D for new initiatives based upon the evolving nature of warfare and life cycle management/sustainment/modification of currently fielded systems.

2.0 General Requirements. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Marine Corps via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.3.1. Contractor Identification in Government Workplace. All contractor and

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 10 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.

Contractors shall be required to wear government-issued identification such as CAC when conducting work at a government office/facility.

1.4 Validation Process. The Contractor shall have an established validation process that provides for corroboration of the technical accuracy of the technical manual.

1.5 Start of Work Meeting. No later than 30 days after contract award, the Contractor shall host a Start of Work Meeting. During the Start of Work meeting the Contractor shall propose a project schedule as well as recommendations for simultaneous validation and verification for each technical manual, if applicable, and quality control measures in response to the QASP.

1.6 In Process Reviews. IPRs will be held based on the completion percentages of the technical documentation at 30%, 60%, and final draft. IPRs for technical documentation with a period of performance of two months or less will only have one IPR conducted with the final draft. IPRs will be held at a designated Government office. The Contractor may request additional IPRs when assistance or clarification is desired. The Contractor shall submit a proposed IPR schedule for review during the Start of Work meeting. The Contractor shall support IPRs and provide access to TM reference materials, intermediate products, and final products. Any discrepancies or deficiencies noted in the TM as a result of the IPR shall be corrected prior to follow-on IPRs or submission of the manual to the Government for review and acceptance. Appropriate Contractor personnel shall attend and assist at the Government's request.

2.0 Specific Requirements

3.1. Technical Manual Progress, Status and Management Reports.

The Contractor shall write and submit a monthly status report in accordance with CDRL B001. The Contractor shall provide program management oversight to manage the efforts in this PWS and to assure the quality of the deliverables.

CDRL B001 Contractor's Progress, Status and Management Report

3.2 Deliverables

3.2.1 Combat Diver Dry Suit (CDDS). The Contractor shall update the Operator and Field Maintenance Manual, with Repair Parts and Special Purpose Tools List for the

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 11 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Combat Diver Dry Suit (CDDS) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001 System Technical Manual

3.2.2 Combat Rubber Reconnaissance Craft (CRRC). The Contractor shall develop an Operator and Field Maintenance Manual with Repair Parts and Special Purpose Tool List for the Combat Rubber Reconnaissance Craft (CRRC) in accordance with the CDRLs below. PdM RAR will provide the current Operation and Maintenance Instructions with Component and Repair Parts Listing for the Combat Rubber Reconnaissance Craft (TM 09665B-13&P/2), in an electronic, PDF format, to be used as the baseline document.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001 System Technical Manual

3.2.3. Diver Propulsion Device (DPD). The Contractor shall develop an Operator and Field Maintenance Manual with Repair Parts and Special Purpose Tool List for the Diver Propulsion Device (DPD) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001 System Technical Manual

3.2.4. CRRC SL-3. The Contractor shall develop a components list (SL-3) for the CRRC in accordance with CDRL E002. The Contractor shall conduct market research and coordinate with PdM RAR CRRC SMEs to incorporate new technology and replace components that are obsolete in the SL-3. The Contractor shall include color photographs of each component.

CDRL E002 System Stock List 3

3.2.5. Tandem Offset Resupply Delivery System (TORDS) and Military Tandem Tethered Bundle (MTTB). The Contractor shall develop a single Operation and Organizational Maintenance Manual with Repair Parts List for the Tandem Offset Resupply Delivery System and Military Tandem Tethered Bundle (hereafter referred to as the TORDS/MTTB TM) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001 System Technical Manual

3.2.6. Tactical Hydrographic Survey Equipment (THSE), Operator and Field

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 12 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Maintenance Manual. (Optional Task 1). The Contractor shall develop an Operation and Organizational Maintenance Instruction with Repair Parts and Special Tools List for the Tactical Hydrographic Survey Equipment (THSE) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001 System Technical Manual

3.2.7. Parachutist High Altitude Oxygen System (PHAOS). (Optional Task 2) The Contractor shall review and update the Operator and Field Maintenance Manual, with Repair Parts and Special Purpose Tool List for the Parachutist High Altitude Oxygen System (PHAOS), in accordance with CDRL E001.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.2.8. Joint Precision Air Drop System, Ultra Light Weight (JPADS ULW). (Optional Task 3) The Contractor shall develop an Operator and Field Maintenance Manual for the JPADS ULW in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.2.9. JPADS Mission Planner. (Optional Task 4) The Contractor shall develop an Operators Manual for the JPADS Mission Planner in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.2.10. JPADS Re-Transmission Kit. (Optional Task 5) The Contractor shall develop an Operator and Field Maintenance Manual, with Repair Parts List, for the JPADS Re-Transmission Kit (RTK) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.2.11. Combatant Diver Full Face Mask with Underwater Voice Communications. (Optional Task 6) The Contractor shall develop an Operator and Field Maintenance

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 13 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Manual, with Repair Parts List for the Combatant Diver Full Face Mask with Underwater Voice Communications (CDFFM w/ UVC) in accordance with the CDRLs below.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.2.12. Military Free Fall Tactics, Techniques, and Procedures Manual. (Optional Task 7) The Contractor shall develop the Tactics, Techniques, and Procedures (TTP) manual to support U.S. Marine Corps Military Freefall Operations in accordance with CDRL E001.

CDRL B002 Technical Manual Validation Certificate

CDRL B003 Technical Manual Validation Plan

CDRL E001, System Technical Manual

3.3. Optional Tasks for Stock List (SL) Component Lists (SL-3) (Optional Task 8)

3.3.1. Parachutist's Individual Equipment Kit (PIEK) SL-3. The Contractor shall develop a Components List (SL-3) for the Parachutist's Individual Equipment Kit (PIEK) in accordance with the current version of the U.S. Marine Corps SL-3 template. PdM RAR will provide the current PIEK SL-3 in an electronic PDF format. The Contractor shall conduct market research and coordinate with PdM RAR parachuting SMEs to incorporate new technology and replace components that have been identified as obsolete by the Government .

CDRL E002 System Stock List 3

3.3.2. Parachutist's Helmet and Accessories Kit (PHAK) SL-3 (Optional Task 9)

The Contractor shall develop a Components List (SL-3) for the Protective Helmets and Accessory Kit (PHAK) in accordance with the current version of the U.S. Marine Corps SL-3 template. PdM RAR will provide a draft, editable version of the PHAK SL-3 in Microsoft Word 2007.

CDRL E002 System Stock List 3

3.3.3. Free Fall / Static Line Parachute Loft Set A SL-3. -(Optional Task 10) The Contractor shall update a Components List (SL-3) for the Free Fall / Static Line Parachute Loft Set A. PdM RAR will provide the current version of the SL-3, SL-3-01114A, in a non-editable electronic PDF format for reference. The contractor shall conduct additional market research to identify potential replacements for obsolete components. The Contractor shall check all part numbers, CAGE codes, and screen part numbers and identify the parts that do not have a national stock number.

CDRL E002 System Stock List 3

3.3.4. Aerial Delivery / Static Line Parachute Loft Set B SL-3. (Optional Task 11) The

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 14 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractor shall update each component in the Components List (SL-3) for the Free Fall / Static Line Parachute Loft Set B in accordance with CDRL E002. PdM RAR will provide the current version of the SL-3, SL-3-01114A, in a non-editable electronic PDF format for reference. In addition, PdM RAR will provide the Contractor with editable, Microsoft Word versions of the proposed SL-3 that are currently in draft form. The contractor shall conduct additional market research to identify potential replacements for obsolete components. The Contractor shall check all part numbers, CAGE codes, and screen part numbers and identify the parts that do not have a national stock number.

CDRL E002 System Stock List 3

3.3.5. Static Line Parachute Loft Set C SL-3. (Optional Task 12) The Contractor shall provide updates with color photographs of each component to the Components List (SL-3) for the Free Fall / Static Line Parachute Loft Set C in accordance with CDRL E002. PdM RAR will provide the current version of the SL-3, SL-3-01114A, in a non-editable electronic PDF format for reference. In addition, PdM RAR will provide the Contractor with editable, Microsoft Word versions of the proposed SL-3 that are currently in draft form. The contractor shall conduct additional market research to identify potential replacements for obsolete components. The Contractor shall check all part numbers, CAGE codes, and screen part numbers and identify the parts that do not have a national stock number.

CDRL E002 System Stock List 3

3.3.6. Marine Assault Breacher Kit SL-3. (Optional task 13). The Contractor shall develop a Components List (SL-3) for the Marine Assault Breacher Kit in accordance with CDRL E002. PdM RAR will provide the current MIAK SL-3 in an electronic, editable, Microsoft Word format for reference. The contractor shall conduct additional market research to identify potential replacements for obsolete components.. The Contractor shall check all part numbers, CAGE codes, and screen part numbers and identify the parts that do not have a national stock number.

CDRL E002 System Stock List 3

3.4 SPECIAL REQUIREMENTS. This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

3.4.1. Security and Safety. Contractor personnel performing under this task order will be U.S. Citizens and ARE NOT required to obtain / retain a security clearance. The information provided to the contractor will be unclassified and/or sensitive unclassified information. The contractor is not required or expected to have a Facility Clearance and contractor personnel supporting this effort are not required to possess Personnel Clearance Levels. Any contractor personnel requiring access to U.S.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 15 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Government sensitive unclassified information shall possess a completed background investigation (minimum of a NACI) for this Public Trust Position.

Work performed by the contractor requires access to information that is:

UNCLASSIFIED

3.4.2 Common Access Card Requirement (CAC). Contractor employees performing on this contract who upload documentation to a Government SharePoint site will require Common Access Cards (CACs) in order to perform their job function. In accordance with Headquarters, United States Marine Corps issued guidance relative to Homeland Security Presidential Directive – 12 (HSPD-12), all personnel must meet eligibility criteria to be issued a CAC. In order to meet the eligibility criteria, all contractor employees must be accurately populated in the Joint Personnel Adjudication System (JPAS) under their respective CAGE Code. Each contractor employee's JPAS record must also reflect a favorably adjudicated Personnel Security Investigation (PSI) or (at a minimum) that a PSI has been submitted and accepted (opened.) If a contractor employee's open investigation closes and is not favorably adjudicated, the CAC must be immediately retrieved and revoked. Facility Security Officers are responsible for notifying the MCSC Security Director if any contractor performing on this contract receives an unfavorable adjudication after being issued a CAC. Contractor CACs are issued with a "ctr.usmc.mil" e-mail account that the individual contractor is responsible to keep active by logging in on a regular basis (at least twice a month), sending an e-mail and clearing any unneeded e-mails. Contractors are prohibited from "auto-forwarding" their .mil e-mail account to their .com e-mail account.

Common Access Cards (CACs) will only be issued to those contractors supporting this contract that have been authorized by the COR. The COR will only authorize CACs for those contractors that meet current Homeland Security Presidential Directive – 12 (HSPD-12) criteria and have a definitive requirement. CACs are not issued for convenience.

3.5 Government Furnished Material/Property/Information

3.5.1. The Government will provide access to appropriate reference material and databases necessary in the performance of this effort. The contractor will be provided the authority to access all information required to perform duties. The Government will provide coordination assistance to assist the contractor in accessing required information. The Government will provide the following information: access to relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available.

Definition of terms:

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 16 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

GFE: Government Furnished Equipment

GFI: Government Furnished Information - verbal or written (e.g., electronic or hand written) guidance and information required for the preparation of work products and deliverables.

3.5.1.1. GFI. Electronic PDFs of the following manuals: TORDS Operator and Field Maintenance Manual with Repair Parts List (TM 10443C-OI); the MTTB's Operation and Organizational Maintenance Supplement (TM 10443B-12 (with change 1)); and the Multi-Mission Parachute System (MMPS) Operator and Field Maintenance Manual with Repair Parts List (TM 11168A-OI). The following will be provided as GFI with the base award or with an optional award as applicable:

3.5.1.2. Combat Diver Dry Suit (CDDS) and Maritime Operations Suit (MOS). Electronic copy in PDF format of draft technical manual developed by PdM RAR subject matter experts and contractor support, as well as the Commercial-Off-The-Shelf (COTS) manual.

3.5.1.3. THSE Operation and Organizational Maintenance Instruction. Current version of the COTS TM, in an electronic, PDF format.

3.5.1.4. Combat Rubber Reconnaissance Craft (CRRC). Current Operation and Maintenance Instructions with Component and Repair Parts Listing for the Combat Rubber Reconnaissance Craft (TM 09665B-13&P/2), in an electronic, PDF format.

3.5.1.5. Military Free Fall Tactics, Techniques, and Procedures Manual. electronic copy, in PDF format, of the current Military Freefall TTP (TM 70244A-OI).

3.5.1.6. Marine Assault Breacher Kit. Electronic copy, in PDF format, of current version of SL-3.

3.5.1.7. Parachutist High Altitude Oxygen System (PHAOS). Electronic copy in PDF format of draft technical manual developed by PdM RAR subject matter experts and contractor support.

3.5.1.8. JPADS Mission Planner. Electronic copy, in PDF format, of the Air Force's Mission Planner Software User's Manual, JPADS Troubleshooting Guide and JPADS Concept of Employment.

3.5.1.9. JPADS Re-Transmission Kit. Electronic copy, in PDF format, of the Air Force's Aircraft Installation Procedures for the JPADS Mission Support Equipment (TO 12S1-5-3-7).

3.5.1.10. Parachutist's Individual Equipment Kit (PIEK) & Parachutist's Helmet and Accessories Kit (PHAK). Current PIEK SL-3 in an electronic, PDF format as well as a

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 17 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

draft, editable version of the PHAK SL-3 in Microsoft Word 2007.

3.5.1.11. Free Fall / Static Line Parachute Loft Set A. Current version of Loft Set, SL-(DRAFT), in electronic PDF format.

3.5.1.12. Aerial Delivery / Static Line Loft Set B. Current version of Loft Set, SL-(DRAFT), in electronic PDF format.

3.5.1.13. Static Line Parachute Loft Set C. Current version of Loft Set, SL-(DRAFT), in electronic PDF format.

4. Applicable Directives and References. The following documents shall be used for the development of the technical manuals and Components Lists (SL-3s) as applicable.

| Document Source | No./Version | Title |
|------------------------------------|---------------|--|
| Military Performance Specification | MIL-PRF-32216 | Performance Specification for the evaluation of COTS Manuals |
| Military Standard | MIL-STD-12D | Abbreviations for Use on Drawings and in Specifications, Standards and Technical Documents |
| Military Standard | MIL-STD-38784 | Standard Practice for Technical Manuals |
| Template | SL-3 Template | U.S. Marine Corps SL-3 Template (Last Updated 7 JUN 2012) |
| Style Guide | USMC SG-1A | U.S. Marine Corps Style Guide |

5.0 Facilities, Other Direct Charges (ODCs), and Travel Requirements.

Work efforts in support of this task effort will be accomplished primarily at the Contractor's facilities, or on-site at MCSC in Quantico, VA. This task will require the Contractor to provide facilities for meetings, (of 10-30 personnel), as well as a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. Such facilities are not reimbursed as ODCs. Laptops, cellular equipment/services, and other items of convenience are not billable as ODCs.

Government printing requirements are MANDATED to use Defense Document Services, 1-877-DAPS-CAN. ODC requests for printing requirements MUST be obtained and approved by the CEOss Contracting Officer ONLY, prior to conducting these services and after getting applicable waivers.

Appropriate contractor personnel are required to travel in support of this effort. The estimated level of travel is detailed below:

| LOCATION | Number of Trips (Base) | Number of Trips (Options) | Number of Personnel | Estimated Duration |
|----------|------------------------|---------------------------|---------------------|--------------------|
|----------|------------------------|---------------------------|---------------------|--------------------|

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 18 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Appendix 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| PWS Paragraph | Performance Standard | Acceptable Quality Level (AQL) |
|---------------------------------------|--|---|
| 2.1 | Monthly status reports are delivered in time for Government review prior to status meetings | Achievement will be 100% of monthly status reports are delivered at least 3 days prior to status meeting |
| 2.1 | Monthly status reports are an accurate reflection of work accomplished and work planned for the next month | Achievement will be measured by reviews of the monthly status reports to verify 100% of them are accurate and reflect current progress with work completed in the prior month |
| 3.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 | Technical manuals accurately and clearly reflect the equipment. Operator and maintenance procedures are accurately and logically shown in the manual | Achievement will be measured by inspection of the documentation to verify that there are no substantive or repeated flaws in documents and that the procedures in the manual are accurate |
| 3.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 | Technical manuals are in the format specified in the CDRL | Achievement will be measured by inspection of the documentation to verify that it is in the required format and compliant with CDRL standards |
| 3.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 | Technical manuals are delivered for IPRs and final draft deliverable as specified in the CDRL | Achievement will be 100% of deliverables are made in accordance with the development and delivery schedule |
| 3.3, 3.4, 3.5, 3.3.6 | Comments and corrections following Government reviews are incorporated in the documentation | Achievement will be measured by inspection of the documentation to verify that all Government comments and corrections are entered prior to next review |
| 3.3, 3.4, 3.5, 3.3.6 | SL-3s accurately and clearly reflect the equipment and its components | Achievement will be measured by inspection of the documentation to verify that there are no substantive or repeated flaws in documents |
| 3.3, 3.4, 3.5, 3.3.6 | SL-3s are in the format specified in the CDRL | Achievement will be measured by inspection of the documentation to verify that they are in the required format and compliant with CDRL standards |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 19 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | | |
|------------------------|---|---|
| 3.3, 3.4,3.5, 3.3.6 | SL-3s are delivered for IPRs and final draft deliverable as specified in the CDRL | Achievement will be 100% of deliverables are made in accordance with the development and delivery schedule |
| 3.3, 3.4,3.5, 3.3.6 | Comments and corrections following Government reviews are incorporated in the SL-3s | Achievement will be measured by inspection of the documentation to verify that all Government comments and corrections are entered prior to next review |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 20 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 21 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for this task order shall be conducted by the Government at Destination.

The following FAR clauses are hereby incorporated by reference into this task order:

FAR 52.246-2, "Inspection of Supplies -- Fixed Price" (AUG 1996).

FAR 52.246-4, "Inspection of Services -- Fixed Price" (AUG 1996).

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 22 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|--------|-----------------------|
| 5000AA | 9/30/2013 - 9/29/2014 |
| 5000AB | 9/30/2013 - 9/29/2014 |
| 5000AC | 9/30/2013 - 9/29/2014 |
| 5000AD | 9/30/2013 - 9/29/2014 |
| 5000AE | 9/30/2013 - 9/29/2014 |
| 5001AB | 9/30/2013 - 9/29/2014 |
| 5001AF | 9/30/2013 - 9/29/2014 |
| 5001AJ | 9/30/2013 - 9/29/2014 |
| 5002AA | 9/30/2013 - 9/29/2014 |

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|--------|-----------------------|
| 5000AA | 9/30/2013 - 9/29/2014 |
| 5000AB | 9/30/2013 - 9/29/2014 |
| 5000AC | 9/30/2013 - 9/29/2014 |
| 5000AD | 9/30/2013 - 9/29/2014 |
| 5000AE | 9/30/2013 - 9/29/2014 |
| 5001AB | 9/30/2013 - 9/29/2014 |
| 5001AF | 9/30/2013 - 9/29/2014 |
| 5001AJ | 9/30/2013 - 9/29/2014 |
| 5002AA | 9/30/2013 - 9/29/2014 |

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

| | |
|--------|-----------------------|
| 5001AA | 9/30/2013 - 9/29/2014 |
| 5001AC | 9/30/2013 - 9/29/2014 |
| 5001AD | 9/30/2013 - 9/29/2014 |
| 5001AE | 9/30/2013 - 9/29/2014 |
| 5001AG | 9/30/2013 - 9/29/2014 |
| 5001AH | 9/30/2013 - 9/29/2014 |
| 5001AK | 9/30/2013 - 9/29/2014 |
| 5001AL | 9/30/2013 - 9/29/2014 |
| 5001AM | 9/30/2013 - 9/29/2014 |
| 5001AN | 9/30/2013 - 9/29/2014 |
| 8001BA | 9/30/2014 - 9/29/2015 |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 23 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | |
|--------|-----------------------|
| 8001BB | 9/30/2014 - 9/29/2015 |
| 8001BC | 9/30/2014 - 9/29/2015 |
| 8001BD | 9/30/2014 - 9/29/2015 |
| 8001BE | 9/30/2014 - 9/29/2015 |
| 8001BF | 9/30/2014 - 9/29/2015 |
| 8001BG | 9/30/2014 - 9/29/2015 |
| 8001BH | 9/30/2014 - 9/29/2015 |
| 8001BJ | 9/30/2014 - 9/29/2015 |
| 8001BK | 9/30/2014 - 9/29/2015 |
| 8001BL | 9/30/2014 - 9/29/2015 |
| 8001BM | 9/30/2014 - 9/29/2015 |
| 8001BN | 9/30/2014 - 9/29/2015 |
| 8001CA | 9/30/2015 - 9/29/2016 |
| 8001CB | 9/30/2015 - 9/29/2016 |
| 8001CC | 9/30/2015 - 9/29/2016 |
| 8001CD | 9/30/2015 - 9/29/2016 |
| 8001CE | 9/30/2015 - 9/29/2016 |
| 8001CF | 9/30/2015 - 9/29/2016 |
| 8001CG | 9/30/2015 - 9/29/2016 |
| 8001CH | 9/30/2015 - 9/29/2016 |
| 8001CJ | 9/30/2015 - 9/29/2016 |
| 8001CK | 9/30/2015 - 9/29/2016 |
| 8001CL | 9/30/2015 - 9/29/2016 |
| 8001CM | 9/30/2015 - 9/29/2016 |
| 8001CN | 9/30/2015 - 9/29/2016 |
| 8002BA | 9/30/2014 - 9/29/2015 |
| 8002CA | 9/30/2015 - 9/29/2016 |

Services to be performed hereunder will be provided at locations specified in the PWS or contractors facility.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 24 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2 in 1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

TBD

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------|----------------------------|
| Pay Official DoDAAC | M67443 |
| Issue By DoDAAC | M67854 |
| Admin DoDAAC | M67854 |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 25 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | |
|----------------------------------|-----------------------------------|
| Inspect By DoDAAC | M67854 with Extension ACSS |
| Ship To Code | Not Applicable |
| Ship From Code | Not Applicable |
| Mark For Code | Not Applicable |
| Service Approver (DoDAAC) | M67854 with Extension ACSS |
| Service Acceptor (DoDAAC) | M67854 with Extension ACSS |
| Accept at Other DoDAAC | Not Applicable |
| LPO DoDAAC | Not Applicable |
| DCAA Auditor DoDAAC | Not Applicable |
| Other DoDAAC(s) | Not Applicable |
| Contract Number | N00178-06-D-4730-MU62 |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 26 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 27 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H. SPECIAL CONTRACT PROVISIONS.

H.1 Contracting Officer's Representative (COR)

The Contracting Officer has designated a Contracting Officer's Representative in accordance with DFARS 201.602-2 (2). The COR is not authorized to negotiate changes, direct the contractor, or obligate the Government. The COR for this task order is:

All Contract Data Requirements List (CDRL) deliverables are to be submitted to the COR, and the COR is responsible for tracking and acceptance.

H. 2 Identification of Contractor Employees

Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.3 Organizational Conflict of Interest (OCI)

Limitation of Future Contracting. The Contracting Officer has determined that this acquisition may give rise to a potential conflict of interest. Prospective Offerors should read FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest. This task may involve systems engineering and technical direction for the **PdM RAR** program that will preclude Contractor involvement in future efforts. The restrictions upon future contracting are as follows:

- If the Contractor, under the terms of this task order, or through the performance of tasks pursuant to this task order, is required to provide systems engineering and technical direction for a system or helps to develop specifications or statements of work to be used in a competitive acquisition, the Contractor shall be ineligible to supply the system or major components of the system as a prime Contractor and shall be precluded from being a Subcontractor or consultant to a supplier of the system or any of its major components under an ensuing Government contract. This restriction shall remain in effect for a reasonable time, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

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

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

(d)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-06-D-4730 | MU62 | 01 | 28 of 31 | |

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

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

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

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

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

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

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-06-D-4730 | MU62 | 01 | 29 of 31 | |

safeguards exist to guarantee objectivity and to protect the government's interest.

- (l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

H.4 Contractor Support Public Trust Determinations

Per Marine Corps Systems Command Policy Letter 1-09, all Contractor support that require a CAC are required to submit a Standard Form 85P, "Questionnaire for Public Trust Positions," and two copies of DD Form 258 "Applicant Fingerprint Card" to the Command's Security Program office along with a personnel roster of submissions and an addressed Federal Express container addressed to OPM, 1137 Branchton Road, Box 618, Boyers, PA 16018.

The Contractor is responsible for determining when adjudications have been entered by reviewing the notification status of their respective personnel. Once this has been completed, the Contractor may request the issuance of the CAC using the Contract Verification System (CVS) procedures. However, if issues are discovered, the Department of the Navy, Central Adjudication Facility (DONCAF) will place a "No Determination Made" in the Joint Personnel Adjudication System (JPAS) and forward the investigation to the submitting office for the Government to adjudicate.

H. 5 Post Award Conference

Within 30 days of the start of performance, the awardee shall organize a Post Award Conference to be attended by the Contracting Officer, COR and contractor personnel to reconcile performance requirements including: detailed WBS, organizational chart, use of team members/subcontractors, security requirements, and quality control measures in response to the Performance Requirements Survey (PRS).

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 30 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. 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 three years.

(End)

The following clauses are being incorporated by reference:

52.245-1 -- Government Property. (If GFI or GFP is being provided)

252.227-7015 Technical Data--Commercial Items.

252.227-7013 Rights in Technical Data--Noncommercial Items.

252.227-7037 Validation of Restrictive Markings on Technical Data.

| CONTRACT NO. N00178-06-D-4730 | DELIVERY ORDER NO. MU62 | AMENDMENT/MODIFICATION NO. 01 | PAGE 31 of 31 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

CDRLs

Tmcr Attachment 1

Delivery times

Attachment 3_CDDS

Attachment 4_DPD

Attachment 5_Draft_CRRRC

Attachment 6_CDFFM