

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 21**

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KIMBERLY A. NELSON
Buyer Office Symbol/Telephone Number: CCTA-AIP-A/(586)282-2018
Type of Contract: Firm Fixed Price
Kind of Contract: Service Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: Miscellaneous Combat Vehicles

*** End of Narrative A0000 ***

Contract: W56HZV-09-A-A904
Task Order: 0018
Modification: 09
GSA Schedule: GS-23F-0111K

1. Modification 09 to Task Order 0018 issued under the OMNIBUS III BPA W56HZV-09-A-A904 is issued bilaterally.
2. The purpose of this modification is to award a logical follow-on effort for the continuation of services identified in Section C, Description/Specifications/Work Statement, of this task order as follows:

	<u>Period of Performance</u>	<u>Labor Hours</u>	<u>Value</u>
Base	12 Months	5,880	\$523,216
Opt.1 (if exercised)	6 Months	2,940	\$261,608
Opt.2 (if exercised)	6 Months	2,940	\$261,608
Total	24 Months	11,760	\$1,046,432

3. As a result of this modification, the contract value is revised as follows:

Previous Obligated Amount: \$2,044,030
Amount Obligated by This Action: \$ 523,216
Current Obligated Amount: \$2,567,246

4. As a result of this modification, the following sections of this task order are revised or added:

a. Section B: The following CLINS are hereby established and added to task order 0018 as basic service CLINS and Separately Priced Option CLINS:

1. CLIN 0004AA is established for the twelve-month Follow-on Base Labor Effort, and funded in the amount of \$474,174 for 5,880 labor hours.
2. CLIN 0004AB is established for the twelve-month Follow-on Base Travel & ODC Effort, and funded in the amount of \$49,042.
3. CLIN 0005AA is established for the six-month Follow-on Option 1 Labor Effort, and funded in the amount of \$237,087 for 2,940 labor hours.
4. CLIN 0005AB is established for the six-month Follow-on Option 1 Travel & ODC Effort, and funded in the amount of \$24,521.
5. CLIN 0006AA is established for the six-month Follow-on Option 2 Labor Effort, and funded in the amount of \$237,087 for 2,940 labor hours.
6. CLIN 0006AB is established for the six-month Follow-on Option 2 Travel & ODC Effort, and funded in the amount of \$24,521.
7. CLIN 9998AA is established for Contractor Manpower Reporting (CMR) Requirements as a "Not Separately Priced (NSP) CLIN for the Logical follow-on period of performance(s).

b. Section C and Section H have been revised to reflect the work to be performed under the logical follow-on to Task Order 0018.

5. As a result of this modification, the total amount obligated to Contract W56HZV-09-A-A904, Task Order 0018, is increased by \$523,216. Except as specifically stated above, all other terms and conditions of Contract W56HZV-09-A-A904, Task Order 0018, remain unchanged and in full force and effect.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 21****PIIN/SIIN** W56HZV-09-A-A904/0018**MOD/AMD** 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

*** END OF NARRATIVE A0010 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-A-A904/0018 MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0004	ENG AND TECH MANAGEMENT													
0004AA	<p><u>LOGICAL FOLLOW-ON BASE LABOR</u></p> <p>SERVICE REQUESTED: ENG AND TECH MANAGEMENT CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: X13GW088X1 PRON AMD: 01 ACRN: AD</p> <p>This CLIN is funded for 5,880 hours of labor and is a fixed price-level of effort. The effort expended shall not exceed said hours or funded amount. The Government is not obligated to pay the Contractor in excess of the amount established above for work performed under this order.</p> <p>The period of performance for the logical follow-on base period is 15 February 2014 - 14 February 2015.</p> <p>The Contactor shall submit a 2 in 1 invoice in WAWF in order to get paid.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>14-FEB-2015</td> </tr> </table> <p style="text-align: right;">\$ 474,174.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	14-FEB-2015	1	LO		\$ 474,174.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	14-FEB-2015												
0004AB	<p><u>LOGICAL FOLLOW-ON BASE TRAVEL & ODC</u></p> <p>SERVICE REQUESTED: ENG AND TECH MANAGEMENT CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: X13GW088X1 PRON AMD: 01 ACRN: AD</p> <p>This CLIN is currently funded for travel & other direct costs on a cost-only, no fee basis. The effort expended shall not exceed the funded amount.</p> <p>Travel shall be invoiced in accordance with C.9</p>	1	LO		\$ 49,042.00									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-A-A904/0018 MOD/AMD 09

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001	1	14-FEB-2015												
0005	ENG AND TECH MANAGEMENT													
0005AA	<p><u>LOGICAL FOLLOW-ON OPTION 1 LABOR</u></p> <p>SERVICE REQUESTED: ENG AND TECH MANAGEMENT CLIN CONTRACT TYPE: Fixed Price Level of Effort</p> <p>The Government has the right to unilaterally exercise this option under the authority of Section H.2, "OPTION FOR ADDITIONAL HOURS AND FOR EXTENSION OF FOLLOW ON TASK ORDER".</p> <p>The period of performance for Option Period 1 Labor, if exercised, is 15 February 2015 - 14 August 2015.</p> <p>If exercised, this CLIN will be funded the in the amount of \$237,087 for 2,940 hours on a firm-fixed price level of effort basis. The effort expended shall not exceed said hours or amount.</p> <p>The Contactor shall submit a 2 in 1 invoice in WAWF in order to get paid.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	1	LO		\$ 237,087.00			
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-A-A904/0018 MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<p>001 1 14-AUG-2015</p> <p><u>LOGICAL FOLLOW-ON OPTION 1 TRAVEL & ODC</u></p> <p>SERVICE REQUESTED: ENG AND TECH MANAGEMENT CLIN CONTRACT TYPE: Fixed Price Level of Effort</p> <p>The Government has the right to unilaterally exercise this option under the authority of Section H.2, "OPTION FOR ADDITIONAL HOURS AND FOR EXTENSION OF FOLLOW ON TASK ORDER".</p> <p>If exercised, this CLIN will be funded for travel and other direct costs (ODC), in the amount of \$24,521. The effort expended shall not exceed said amount.</p> <p>Travel shall be invoiced as cost- only, no fee IAW C.9.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 14-AUG-2015</p>	1	LO		\$ 24,521.00
0006	ENG AND TECH MANAGEMENT				
0006AA	<p><u>LOGICAL FOLLOW-ON OPTION 2 LABOR</u></p> <p>SERVICE REQUESTED: ENG AND TECH MANAGEMENT CLIN CONTRACT TYPE: Fixed Price Level of Effort</p> <p>The Government has the right to unilaterally exercise this option under the authority of Section H.2, "OPTION FOR ADDITIONAL HOURS AND FOR EXTENSION OF FOLLOW ON TASK ORDER".</p> <p>The period of performance for Option Period 2 Labor, if exercised, is 15 August 2015 - 14 February 2016.</p> <p>If exercised, this CLIN will be funded the in the</p>	1	LO		\$ 237,087.00

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

FOR

ENGINEERING AND TECHNICAL MANAGEMENT SERVICES FOR
PROJECT MANAGEMENT OFFICE STRYKER BRIGADE COMBAT TEAM
(PMO SBCT)

Contract Scope: The purpose of this effort is to provide comprehensive engineering and technical management services to Project Management Office (PMO) Stryker Brigade Combat Team in the areas of configuration management, logistics, testing and Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR).

C.1 Configurations Management Performance Requirements:

The contractor shall provide the following Configurations Management services at government-provided facilities in Warren, MI:

C.1.1. Maintain/Save on the Integrated Data Environment (IDE) Portal as delivered the Stryker Family of Vehicles (FOV) and kits configuration baseline through configuration management (CM). CM consists of configuration control, configuration identification, configuration audits, and configuration status accounting.

C.1.2. Maintain the Configuration Management Plan (CMP) of all Stryker variants and supporting equipment as delivered.

C.1.3. Maintain the configuration status across all Stryker variants, production kits, and supporting equipment, hardware, software, and firmware to assure complete identification status accounting and control throughout the program lifecycle.

C.1.4. Attend all Configuration Control Board (CCB) meetings for the review of proposed configuration changes. The contractor shall review the agenda identifying the proposed Engineering Change Orders (ECOs) to be discussed at the CCB, and verify if an ECO is Class I or Class II. After CCB the contractor shall coordinate the proposed ECO packages, with the lead engineer/subject expert. In addition, the contractor shall record meeting minutes to contain all of the proposed configuration change information and load the meeting minutes to the IDE portal.

C.1.5. Review the classification of these configuration changes:

The contractor shall notify the lead engineer of any discrepancy.

- a) Administrative Engineering Actions (AEA)
- b) Product Improvement Notifications (PIN)
- c) Changes Other Than Product Improvements (COTPI)

In addition the contractor shall also verify the following for all COTPIs:

- a) Rationale to support the necessity of making change.
- b) The COTPI number shall appear on the change form.
- c) Identification of affected variants/kits, which configurations, incorporation points or retrofit.
- d) Identification of affected parts, software, and assemblies, drawings, calculations and other data necessary to define the nature of the change being proposed.
- e) Impact to the Minimum Commonality Baseline.
- f) Impact on ILS including, maintenance procedure repair parts stock, special tools, Test Measurement and Diagnostic Equipment (TMDE), and a MANPRINT impact statement shall also be included, if required.
- g) Any potential impact to Government testing.

C.1.6. Maintain Government Directed Changes. If these changes require retrofit and retrofit is directed by the Government, the specific changes will become incorporated into the Retrofit Plan and coordinated with the retrofit team.

C.1.7. Maintain Value Engineering Change Proposals (VECPs). If these changes require retrofit and retrofit is directed by the Government, contractor shall incorporate the specific changes into the Retrofit Plan and coordinate with the retrofit team..

C.1.8. Maintain a monthly ECO matrix report listing all approved ECOs, ECPs, and changes to all variants requiring an Engineering Change Accomplishment Record (ECARD).

C.1.9. Maintain an Indented Bill of Material (IBOM) for each Stryker FoV variant to include kits or configuration in contractor format.

C.1.10 Maintain and save the Engineering Release Record (ERR), which represents the compliant configuration baseline for each improvement.

C.1.11 Maintain and load CDRLs A006, Meeting Minutes, and A024, ECO Matrix Monthly Report.

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

- CDRL A006: The contractor will review the IBOM and the baseline with the incorporated CR/ECOs on a monthly basis.
- CDRL A024: For each approved ECO, ECP and changes requiring an ECARD The contractor will review this matrix shall include: Change Title, Brief Description, Weight Impact, Approval Date, Classification, Retrofit Status, Estimated Break- in Point and Actual Break in Point

C.1.12 Contractor shall attend training with Government personnel related to the use of the IDE Portal.

C.2 C4ISR Technical Services Performance Requirements:

The contractor shall provide the following C4ISR Technical Services at Government-provided facilities in Warren, MI:

C.2.1. Provide C4ISR technical services to PMO SBCT during the C4ISR architecture definition process for the Engineering Change Program (ECP). The contractor shall be responsible for weekly analysis of the system architecture, system design, technology tradeoffs, and risk management, to ensure compatibility with Army software requirements. Findings of the analyses and recommendations for compatibility improvements shall be provided monthly IAW CDRL A004 (C4ISR Architecture Analysis). The contractor shall participate in IPT and design review meetings involving the Government, prime contractor, and subcontractors by providing technical expertise and assistance to the Government in answering questions related to C4ISR and ECP. Performance Standard: 95% attendance at IPT and design review meetings and recommendations for compatibility improvements are provided within 5 business days.

C.2.2. Provide C4ISR services to the Stryker ECP Engineering Team. The contractor shall be responsible for recommending solutions for improving future program capabilities of the C4ISR ECP Support Plan. The contractor shall conduct a monthly review of the Armys Joint Technical Architecture (JTA) policy to ensure its recommended solutions are in compliance with the policy. Written feedback shall be provided to the ECP team leader on any identified compliance issues within five (5) days of completion of the monthly review. The contractor shall provide monthly recommendations for integrating Government Furnished Equipment (GFE) IAW C4ISR requirements as determined by the ECP Engineering team. The contractor shall recommend electrical power enhancements monthly. All monthly recommendations shall be submitted IAW CDRL A005 (ECP Technical Report/Study). Performance Standard: All recommendations comply with the Armys JTA policy and are provided within 5 business days.

C.2.3. Provide C4ISR services to PM SBCT during the development and operation of the Stryker System Integration Lab (SIL). The contractor shall provide monthly analyses of the C4ISR SIL requirements, design, physical layout, and Post Deployment Software Support (PDSS)/Post Production Software Support (PPSS) to determine the interoperability of the C4ISR systems within the Stryker platforms. The contractor shall recommend corrective actions for any identified interoperability issues within five (5) days of analysis conclusion IAW CDRL A006 (C4ISR SIL Interoperability Analysis). The contractor shall monitor the implementation of Government selected corrective action plans. Performance Standard: Recommendations to interoperability issues are thorough and submitted within 5 business days.

C.2.4. The contractor shall provide tool developer with information regarding required CDRLs and the appointed Government and contractor POCs during the development of the CDRL Delivery Tool. The contractor shall monitor progress of CDRL evaluations by POCs and assure all evaluations and deliveries occur on time. Performance Standard: All evaluations and deliveries occur on time.

C.2.5. Provide Integrated Master Schedule (IMS) services to PM SBCT. The contractor shall review delivery of CDRL A001, Integrated Program Master Report, and provide subsets of those data to other government POCs and coordinate the ECP IMS with the all-encompassing PMO SBCT IMS. The contractor shall monitor progress of IMS milestones, variances from the IMS, and report variances with respect to cost, schedule, and performance. The contractor shall perform requisite analyses, report potential or existing problem areas, and recommend corrective actions to eliminate or reduce schedule impact. The contractor shall maintain and update the IMS to reflect changes in detailed execution of activities or changes in schedule.

C.2.6. Provide Human Factors Engineering (HFE), safety, and environmental support to the engineers assigned from the PMO SBCT, PEO-GCS, and TARDEC. The contractor shall assure the HFE, safety, and environmental engineers receive IMS updates especially in the area of required attendance and participation at scheduled program reviews and Technical Interchange Meetings.

C.3 Quality Liaison Performance Requirements:

The contractor shall provide the following Liaison services at government-provided facilities at Anniston Army Depot:

C.3.1. On a daily basis, track the source of Government identified issues as identified by PM-SBCT, the COR, DCMA, prime contractor or ANAD employees that impact the quality, production schedule or shipment of Stryker production, Exchange, Overhaul, Battle Damage Repair or Centralized Reset vehicles. Provide PM-SBCT Product Assurance and Test (PA&T) QA Team Lead weekly email notification IAW CDRL A015 (Weekly Status Email) of the status of implemented corrective action plans. Performance Standard: Email notification sufficiently details the status of corrective action plans.

C.3.2. Track vehicle inspection and acceptance issues documented by DCMA. Within five (5) working days following vehicle inspection/acceptance, ensure that the prime contractor has received all defective material documentation. Inform DCMA and PM SBCT within two (2) working days when Prime Contractor has not received all pertinent documentation.

C.3.3. Provide daily tracking of the production activities related to Production, Reset, Repair, Retrofit, Exchange, Overhaul and

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 21

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

Core Depot programs. Provide tracking data in writing via email IAW CDRL A015 (Weekly Status Email) to the PM SBCT PA&T QA Team Leader/Reset & Repair Supervisor weekly. Performance Standard: Tracking data provided is submitted within 5 working days.

C.3.4. Review draft Final Inspection Record (FIR) documentation forms as provided from the Government to determine the adequacy of the documentation in meeting the Governments Inspection standards. The contractor shall provide recommendations for improving inspection documentation to PM SBCT PA&T QA Team Leader/Production Supervisor within five (5) working days of receipt of the draft FIR documentation from the Government IAW CDRL A007 (Quality Documentation Recommendations). The contractor shall review draft FIR documentation on a quarterly basis at a minimum but not more than on a weekly basis. Performance Standard: Recommendations for improving inspection documentation are thorough and submitted within 5 working days.

C.3.5. Review draft Reset Limited Technical Inspection (LTI) package forms as provided by the Government. The Government will provide draft LTI packages to the contractor for evaluation within five (5) working days of receipt from the prime contractor. The contractor shall provide written recommendations for improving LTI package forms to PM SBCT PA&T QA Team Lead within five (5) working days of receipt of the draft LTI package IAW CDRL A007 (Quality Documentation Recommendations). Performance Standard: Recommendations for improving LTI package forms are thorough and submitted within 5 working days.

C.3.6. Participate in Stryker Product Assurance and Test (PA&T) quarterly meetings by providing status briefings related to Production, Development, Reset, Repair, Overhaul, Retrofit programs at ANAD. Participation shall also include being assigned action items related to rebuilding of monument vehicles, gathering data on defective/damaged components documented by Government personnel, development of tracking systems for defective material, or development of tracking systems for repaired vehicles as identified during PA&T quarterly meeting. The contractor shall provide written status and findings of any assigned action items within five (5) working days of PA&T meetings IAW CDRL A008 (After Action Report). Performance Standard: 100% attendance at quarterly meetings and status of action items are submitted within 5 working days.

C.3.7. Review draft Quality Engineering (QE) documentation forms and associated revisions as provided by the Government. The contractor shall provide recommendations for improving the QE documentation forms to PM SBCT PA&T QA Team Lead within five (5) working days of receipt of the draft QE documentation forms IAW CDRL A007 (Quality Documentation Recommendations). Performance Standard: Recommendations to QE documentation are submitted within 5 working days.

C.3.8. Participate in weekly QA team meetings. Identify and propose resolutions to program issues related to the discrepant material provided to production, Reset, Overhaul, and Exchange programs; issues related to Vehicle Storage Plan, analysis of damaged component data gathered from the plant; and supporting for gathering data for any six sigma study; that may be addressed during the QA Team meetings within ten (10) working days of each meeting IAW CDRL A008 (After Action Report). Performance Standard: 90% participation at weekly meetings and proposed resolutions for program issues addressed during the weekly meetings are submitted within 5 working days.

C.3.9. Participate in weekly meetings/teleconferences related to Production, Development, Reset, Retrofit, Repair, Exchange, Overhaul and National Maintenance Work Requirement (NMWR) development efforts. Participate in Start of Work, Planning, In-Process Review, and After Action Reviews to record applicable action items related to Quality issues that are identified during the meetings. The contractor shall communicate via email IAW CDRL A016 (Action Item Notification) and/or telephone any action items related to Quality issues to PA&T QA Team Lead as identified in these meetings within two (2) working days following the conclusion of the meetings. Meeting attendance requiring travel shall be subject to budgetary limitations. Performance Standard: 90% participation in weekly meetings and teleconferences and action items are responded to and submitted to PA&T QA Team lead within 5 working days

C.3.10. Provide PM-SBCT PA&T a Weekly Significant Activity Report (WSAR) detailing significant program events and issues that impacted quality or production schedules during that week as identified by the COR. WSAR provided shall be IAW CDRL A009 (WSAR). Performance Standard: Submit thorough WSAR in a timely manner 100% of the time.

C.3.11. Provide support for PM-SBCT in investigating and solving Pilot Reconditioning issues.

C.3.12. Analyze quality issues related to discrepant material, work instructions, inspection documentation, inspection equipment, material shortages, or failure to meet established quality plan, and inform PM-SBCT QA Team leader of the program/department (e.g. Production, Exchange, Overhaul, Reset) where the issue was discovered and that is accountable or best suited to address and resolve the applicable issue. Performance Standard: Submit findings via electronic medium (i.e. phone, email) or in the WASR weekly.

C.4 Test and Evaluation Engineering Technical Services Performance Requirements:

The contractor shall provide the following Test and Evaluation Engineering technical services to the PMO-SBCT at Government-provided facilities in Warren MI with travel to Government Testing sites in support of various tests identified below:

C.4.1. Provide analytical services to PMO SBCT relating to Electromagnetic Interference/Electromagnetic Compatibility (EMI/EMC) testing. Analyses shall determine if the conducted and radiated emissions collected from Stryker vehicles and/or determined from a paper study exceed required interference levels from predetermined level of inter-system and intra-system compatibility. The contractor shall complete up to two (2) EMI/EMC analyses per period of performance. Electronic Proving Grounds (EPG) or Aberdeen Proving Grounds (APG) will provide Test Reports (TR), Detailed Test Plans (DTP), Event Design Plans (EDP), Test Incident Reports

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

(TIR), System Evaluation Reports (SER), and the System Evaluation Plan (SEP) to the Government upon publication. The Government will provide the aforementioned documents to the contractor for analysis upon receipt from EPG or APG. Analyses results shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of the necessary documentation from the Government IAW CDRL A010 (Test Analysis Report). Performance Standard: Analysis results provided within 5 business days.

C.4.2. Provide analytical services to PMO SBCT to determine the effects of Near Strike Lighting (NSL), Electrostatic Discharge (ESD), High-Altitude Electro Magnetic Pulse (HEMP), Inter-System Electromagnet Compatibility, and Radiated and Conducted Susceptibilities on system operation on the battlefield, in its normal operational environment, and in the Electromagnetic Effects environment. White Sands Missile Range (WSMR) or Patuxent River Naval Air Station shall provide Detailed Test Plans (DTP), Event Design Plans (EDP), Test Reports (TR), Test Incident Reports (TIR), System Evaluation Reports (EDR), and the System Evaluation Plan (SEP) to the Government upon publication. The Government will provide the results to the contractor within ninety (90) days of conclusion of subject testing. Analyses shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of all necessary documentation from the Government IAW CDRL A010 (Test Analysis Report). Performance Standard: Analyses results are submitted within 5 business days.

C.4.3. Provide analytical services to PMO SBCT relating to Counter ballistic and non-ballistic applications improvements which PM SBCT are directed to be integrated into existing and future Stryker vehicle variants through analyzing the following: The contractor shall review Government proposed test plans, assess the availability of resources to support the test as proposed, and determine the feasibility of executing the test as proposed. EPG or Yuma Proving Grounds (YPG) shall provide Detailed Test Plans (DTP), Event Design Plans (EDP), Test Reports (TR), Test Incident Reports (TIR), System Evaluation Reports (SER), and the System Evaluation Plan (SEP) to the Government upon publication. The Government shall provide all necessary documentation to the contractor for analysis within five (5) days of document publication. Analyses results shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of all necessary documentation from the Government IAW CDRL A011 (Test Plan Analysis Report). Performance Standard: Analyses results are submitted within 5 business days.

C.4.4. Provide analytical services to PMO SBCT relating to any potential or planned Mission Equipment Package (MEP) improvements, vehicle systems improvements, ECO testing/validation, Follow on Production Testing (FOPT) and survivability enhancements through analyzing the following: The contractor shall review Government developed test plans related to the aforementioned improvements, assess the availability of resources to support the test plans, and determine the effects on costs and schedule of executing the test plans. Army Test & Evaluation Center (ATEC) will provide Test Reports (TR), Detailed Test Plans (DTP), Test Incident Reports (TIR), System Evaluation Reports (SER), and the System Evaluation Plan (SEP) to the Government upon publication. The Government shall provide the contractor all necessary documentation within five (5) days of document publication. Analyses shall be provided as a written report to PMO SBCT within ten (10) days following receipt of all necessary documentation from the Government IAW CDRL A011 (Test Plan Analysis Report). Performance Standard: Analyses results are provided within 5 business days.

C.4.5. Analyze on a monthly basis Government proposed test plans for OEM proposed Engineering Change Orders that impact EMI/EMC, Near Strike Lighting, Electrostatic Discharge, HEMP, Inter-System Electromagnet Compatibility, and Radiated and Conducted Susceptibility, Counter Improvised Explosive Device (IED), and/or TEMPEST efforts. Analysis shall determine the effectiveness of the test plans in ensuring the ECOs comply with Operational Requirements Documents, and determine any effects on cost and schedule associated with executing the test plan as provided. Test plans shall be provided by the Government upon publication. The contractor shall provide written analysis results to PMO SBCT vehicle engineers within five (5) working days of receipt of test plans IAW CDRL A014 (Test Plan Analysis Report). Performance Standard: Analysis results are provided within 5 business days.

C.4.6. Participate on system weekly Integrated Product Teams (IPTs) addressing all test planning, test resource allocation and TIR/FACAR issues related to EMI/EMC, Near Strike Lighting, Electrostatic Discharge, HEMP, Inter-System Electromagnet Compatibility, and Radiated and Conducted Susceptibility, Counter Improvised Explosive Device (IED), and TEMPEST efforts by providing technical insight to test reports. The contractor shall provide to the PMO SBCT a written status report from each IPT meeting within two (2) working days following the conclusion of the meeting detailing the progress of the respective test plan, availability of resources to support the test, and itemized list of open TIC/FACARs IAW CDRL A012 (IPT Status Report). Performance Standard: 90% attendance at IPT meetings and status reports from the IPT meetings are submitted within 5 business days.

C.4.7. Review PMO provided test schedules on a bi-weekly basis to identify opportunities to combine test efforts with the Army Test and Evaluation Command (ATEC) and the Director of Operational Test and Evaluation (DOT&E). The contractor shall submit recommendations for combining test efforts via email to the COR on a bi-weekly basis IAW CDRL A017 (Combined Test Recommendations).

C.4.8. Attend and monitor the implementation of the following tests, per Government direction, to ensure the Government test center has sufficient support for the execution of the following tests:
Environmental Testing (actual site, Cold Regions/Tropical Regions and chamber), Full Up System Level (FUSL), Ballistic Testing, Automotive Testing, Limited User Testing (LUT), Operational Test & Evaluation (OT&E), along with other test activities conducted in conjunction with ATEC, OTC, and TRADOC System Manager (TSM). The contractor shall act as a liaison between the Government test site and PM-SBCT to ensure sufficient resources, support, and support items are available to the test center to execute the Government test plan. Performance Standard: Government test center has sufficient support needed for testing and subject testing is complete without interruption.

C.4.9. Provide information pertaining to Stryker test analysis, assessment, and resolution of test data to other official US

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

Government agencies whom require access to such information in fulfillment of their missions. The contractor shall obtain written approval from the COR or Test Group Team Leader prior to release of any documents or information pertaining to Stryker test analysis, assessment, and resolution of test data to any other agencies.

C.4.10. TEMPEST TEST OPTION - The contractor shall be required to perform the following task upon the Governments unilateral exercise of the optional 480 TEMPEST Test Hours as referenced in section H.1 (g) and optional travel as referenced in section C.9.1. The primary place of performance for this task is Warren, MI with travel to White Sands Missile Range as detailed in C.9.1. The contractor shall analyze the Telecommunications Electronics Material Protected from Emanating Spurious Transmissions (TEMPEST) test requirements as set forth by the Certified TEMPEST Test Authority (CTTA) on existing Stryker vehicle variants and Follow On Production Test (FOPT) Stryker vehicles. The contractor shall review Government proposed test plans, assess the availability of resources to support the test as proposed, and determine the feasibility of executing the test as proposed. Electronic Proving Grounds (EPG) shall provide Detailed Test Plans (DTP), Event Design Plans (EDP), TEMPEST Test Reports (TR), Test Incident Reports (TIR), System Evaluation Reports (EDR), and the System Evaluation Plan (SEP) to the Government upon publication. The Government shall provide the contractor all necessary documentation within five (5) days of document publication. Analyses shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of all necessary documentation from the Government IAW CDRL A011(Test Plan Analysis Report). Performance Standard: Analyses are provided within 5 business days.

The Government has the unilateral right to exercise any or all of the options established in this section C.4.10, and the contracting officer may exercise any option or options either totally, in a single contract modification, or incrementally, in two or more modifications. Note that the contracting officer may exercise more than one option in a single contract modification. Hours added to the contract by exercise of option shall be based on the number of hours estimated to be required to perform the associated tasks, and shall be priced using the hourly rate(s) (see CLIN section) that apply to the year(s) in which those hours will be used to perform work, as set forth in this Task Order.

C.4.11. Provide analytical services to PMO SBCT related to Test Project Management of the Warfighter Information Network Tactical inc2 (WIN-T inc2) on Flat Bottom and Double V Hull (DVH) Stryker vehicle variants. The contractor shall review Government proposed test plans, assess the availability of resources to support the test as proposed, and determine the feasibility of executing the test as proposed. ATEC shall provide Detailed Test Plans (DTP), Event Design Plans (EDP), Test Reports (TR), Test Incident Reports (TIR), System Evaluation Reports (SER) and the System Evaluation Plans (SEP) to the Government upon publication. The Government will provide all necessary documentation to the contractor for analysis within five (5) days of document publication. Analyses results shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of all necessary documentation from the Government IAW CDRL A011 (Test Plan Analysis Report). Performance Standard: Analyses results are submitted within 5 days.

C.4.12. Provide analytical services to PMO SBCT related to Test Project Management of the Nett Warrior Safety and Performance Verification Tests (PVT). The contractor shall review Government proposed test plans, assess the availability of resources to support the test as proposed, and determine the feasibility of executing the test as proposed. ATEC shall provide Detailed Test Plans (DTP), Event Design Plans (EDP), Test Reports (TR), Test Incident Reports (TIR), System Evaluation Reports (SER) and the System Evaluation Plans (SEP) to the Government upon publication. The Government will provide all necessary documentation to the contractor for analysis within five (5) days of document publication. Analyses results shall be provided as a written report to PMO SBCT within ten (10) working days following receipt of all necessary documentation from the Government IAW CDRL A011 (Test Plan Analysis Report). Performance Standard: Analyses results are submitted within 5 business days.

C.5 Government Furnished Property/Equipment/Information:

C.5.1. In order to perform the tasks specified, the Government will provide the use of Government furnished facilities or equipment (workstation/desk, computer, printer, software, local area network connection, telephone, data facsimile, office supplies, reproduction services) for onsite contractor personnel to perform the scope required in the task order. The contractor shall ensure that any and all uses of such Government facilities and equipment are directly related to the discrete tasks in the order and are dedicated to Government use only. If required, the contractor will provide cell phones to the contractor personnel in order to perform the scope required in the task order. Costs and associated service may be charged to this task order as a reimbursable Other Direct Cost.

The Government understands that the GFE that is included in this Task Order will be used by the contractor in Government-provided facilities as part of the office space provided by the Government. The contractor shall ensure that any and all uses of such Government facilities and equipment are directly related to the discrete tasks in the order and are dedicated to Government use only. The contractor shall not be held responsible for securing this equipment as long as it is stored in Government facilities according to the security policies and procedures applicable to that facility. Furthermore, the contractor shall not be held liable for the loss, damage or destruction of Government Property stored in the Government Common area. Additionally, per the requirements set forth in Army Regulation 25-2, the Government shall retain responsibility for maintaining and upgrading any Information Technology equipment/devices that are connected to a Government Local Area Network or would normally be included as part of the Governments technology refresh plan.

The contractor shall ensure that employees strictly adhere to the TACOM policy standards for the use of Government Automated Information Systems (AIS) (10 Jun 2003) and to the Information Systems Security policy (27 Feb 1998). The contractor shall confirm

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 14 of 21

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

condition of all equipment and return same at the end of the performance period.

C.5.2. Manage Government Furnished Equipment (GFE) in accordance with the Contractors Government Property Management Plan and Defense Contract Audit Agency (DCAA) requirements. Specific activities shall include an initial inventory to transfer GFE to the Contractor within the first 30 days of the Task Order period of performance. The contractor shall also perform periodic inventory inspections and update their Government Property Management database with item-specific information as required by the Plan reference above. The contractor shall also perform GFE disposition activities as authorized by the Procurement Contracting Officer upon completion of this Task Order.

C.5.3. The Government will coordinate for and provide access to, required Army and DoD facilities, as well as, development, management, system technical and operational materials, and required information.

C.6 Contractors Status Report:

The Contractor shall submit monthly status reports IAW CDRL A001 (Contractors Status Report). Performance Standard: Monthly status report is submitted in a timely and thorough manner 100% of the time.

C.7 Period of Performance:

C.7.1. The period of performance (POP) for this task order is estimated to be one year (unless and until the option periods in section H are exercised). Level of Effort (LOE) contract hours required for this effort are 9,720. The contractor is authorized to continue performing work until the 9,720 base level of effort and/or the option level of effort hours (if exercised) are exhausted; provided that-

a) In no event shall the contractor continue performance beyond one year from the date of issuance of this task order or from exercise of the option hours; and

b) In no event shall the contractor continue performance beyond the point where the level-of-effort hours authorized by this task order or option have been expended.

C.7.1.1. Base POP: June 5, 2010 June 4, 2011 (12 Months)

C.7.1.1.1. TEMPEST Test Option A POP (if exercised): June 5, 2010 June 4, 2011 (12 Months)

C.7.1.2. Option Period 1 POP (if exercised) June 5, 2011 January 4, 2013 (19 Months)

C.7.1.2.1 TEMPEST Test Option B POP (if exercised): June 5, 2011 June 4, 2012 (12 Months)

C.7.1.3. Option Period 2 POP (if exercised) January 5, 2013 February 14, 2014 (13.5 Months)

C.7.1.3.1. TEMPEST Test Option C POP (if exercised): June 5, 2012 June 4, 2013 (12 Months)

C.7.2 Period of Performance for Logical Follow-on

The POP for this task order, as a result of the logical follow-on task order award under modification 09 is estimated to be one year (unless and until the option periods in section H are exercised), performing 5,880 base LOE hours and two option periods (2,940 for each option period, for total option hours of 5,880). The contractor is authorized to continue performing work until the 5,880 base LOE hours and the option LOE hours (if exercised) are exhausted; provided that-

a) In no event shall the contractor continue performance beyond one year from the date of issuance of this follow-on task order awarded under modification 09 unless the option period(s) are exercised; and

b) In no event shall the contractor continue performance beyond the point where the level-of-effort hours authorized by this follow-on task order or option have been expended.

C.7.2.1 Logical Follow-on Base Award POP: February 15, 2014 - February 14, 2015 (12 Months)

C.7.2.2 Logical Follow-on Option 1 POP (if exercised): February 15, 2015 August 14, 2015 (6 Months)

C.7.2.3 Logical Follow-on Option 2 POP (if exercised): August 15, 2015 February 14, 2016 (6 Months)

C.8 Place of Performance:

The contractor shall provide Configuration Management services as described in Section C.1 at Government-provided facilities in Warren, MI.

The contractor shall provide C4ISR Technical services as described in Section C.2 at Government-provided facilities in Warren, MI.

The contractor shall provide Quality Assurance services as described in Section C.3 at Government-provided facilities at Anniston

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 15 of 21

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

Army Depot in Anniston, AL.

The contractor shall provide Test and Evaluation Services as described in section C.4 at Government-provided facilities in Warren, MI.

C.9 Travel:

Contractor personnel may be required to travel to meetings, conferences, and field events in order to perform this task order. The Government COR must authorize all travel in advance. Authorized travel shall be payable as an Other Direct Cost and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. There will be no reimbursement for local travel in and around the contractors place of performance (within 50 mile radius). Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation as applies to civilian employees of the United States Government. The contractor shall submit a trip report (including dates, time and location of travel, a summary of the activities and an action item list) within two (2) days of any trip IAW CDRL A013 (Trip Report).

Estimated Travel from Warren, MI to the following locations:

<u>Location</u>	<u>Estimated Number of Days</u>	<u>Estimated Number of Days</u>
Anniston, AL	3	1
Aberdeen Proving Grounds, MD	4	6
Fort Lewis, WA	5	3
Electronic Proving Grounds, AZ	4	8
Yuma Proving Grounds, AZ	5	3
White Sands Missile Range, NM	4	2
Naval Surface Warfare Center, Dahlgren,	3	3
Redstone Test Center, AL	4	1
Ft. Grealy, AK	7	1

Estimated Travel from Anniston, AL to the following locations:

<u>Location</u>	<u>Estimated Number of Days</u>	<u>Estimated Number of Days</u>
Warren, MI	3	1
Aberdeen Proving Grounds, MD	3	1
Fort Lewis, WA	3	1

C.9.1. Travel Option available for TEMPEST Test Options

<u>Location</u>	<u>Estimated Number of Days</u>	<u>Estimated Number of Days</u>
White Sands Missile Range, NM	4	4

C.10 Security:

The security classification requirement for individuals supporting this performance work statement is Secret. The contractor must obtain a favorable investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 380-19. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be classified for official use only (FOUO). The contractor shall not release information or data without the express written approval of the Procuring Contracting Officer. Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performed under this task order.

C.11 Contracting Officers Representative (COR):

The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the Contracting Officer to perform specific technical functions. The Contractor will receive a copy of the written designation after task order award that identify the COR and will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order unless otherwise specifically authorized within the Performance Work Statement.

C.12 ORGANIZATIONAL CONFLICT OF INTEREST:

C.12.1. The contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component or items on which it has worked, or provided recommendations on, under this contract task order. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through seven (7) years after the end of the contract.

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

C.12.2. The term "Contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

C.12.3. The contractor agrees to enter into written agreements with all companies to whose proprietary data the contractor shall have access to the effect that the contractor will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements, in accordance with FAR 9.505-4.

C.12.4. The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard the contractors own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

C.12.5. Notwithstanding paragraph C.12.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

C.12.6. The contractor shall not distribute reports, data or information arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer. All proprietary data and any derivative shall be returned to the Government at the end of the contract.

C.12.7. Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access- to information covered in C.12.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

C.12.8. The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

C.12.9. The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

C.12.10. The contractor shall not provide the services under C.1 C.4 if the contractor will analyze its own technologies or that of its affiliates. In that situation, the contractor must notify the PCO of this conflict.

C.13 Contractor Quality Control:

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractors quality control program is the means of assuring the work complies with the requirement of this PWS. The contractor shall provide a Quality Control Plan (QCP) within 7 days of task order award.

C.13.1. The Government will notify the contractor of acceptance or required modifications of the QCP no later than 30 days after QCP submittal. The QCP shall include a description of the inspection system to cover all services listed in the PWS. The description shall include methods for identifying and preventing defects in the quality of services performed. As a minimum the contractor shall develop quality control procedures that address the area identified in performance standards as stated in the Performance Work Statement. After acceptance of the quality control plan the contractor shall receive the contracting officers acceptance in writing of any proposed change to his quality control system.

C.14 Government Quality Assurance:

The Government shall evaluate the contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan as Attachment 1. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance.

C.15 Government Remedies:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-09-A-A904/0018 MOD/AMD 09	Page 17 of 21
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Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

The contracting officer shall follow FAR 52.212-4, Contract Terms and Conditions-Commercial Items (GSA) for contractors failure to perform satisfactory services or failure to correct non-conforming services.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-09-A-A904/0018 **MOD/AMD** 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AA	X13GW088X1	1	A.0007090.1.8.3	AD \$	0.00 \$	474,174.00 \$	474,174.00
0004AB	X13GW088X1	1	A.0007090.1.8.3	AD \$	0.00 \$	49,042.00 \$	49,042.00
NET CHANGE						\$	523,216.00

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD	021 201320152033 A5XGK G85100AFPST 251A L034973890 A.0007090.1.8.3	021001 \$ 523,216.00
NET CHANGE		\$ 523,216.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	2,044,030.00	\$ 523,216.00	\$ 2,567,246.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	CUMULATIVE OBLIG AMT
0004AA	AD	021 201320152033 A5XGK G85100AFPST 251A L034973890 A.0007090.1.8.3	021001
0004AB	AD	021 201320152033 A5XGK G85100AFPST 251A L034973890 A.0007090.1.8.3	021001

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR ADDITIONAL HOURS AND FOR EXTENSION IN TASK ORDER TERM SEPARATELY PRICED LINE ITEMS

(a) The contracting officer can issue one or more unilateral contract modifications to exercise the options established by this clause in order to (i) increase the total quantity of hours being procured on this Task Order; and/or (ii) extend the period of performance of the Task Order. However, notwithstanding anything said herein, the Government is not required to exercise any or all of the option hours in this task order.

(1) The contracting officer may increase the quantity of hours in one or more increments, as identified in paragraph (d) below. The total increase available under all exercises of options for additional hours, when added to the base hours on this Task Order, shall not exceed a combined total of 29,160 (Excluding TEMPEST Test Option Hours as detailed in sub-section g below).

(2) The contracting officer may extend the period of performance of this Task Order by a total maximum of 24 months (36 inclusive of base POP).

(b) Each option to increase the hours on this Task Order, listed under paragraph (d) below, is identified in the Schedule of this Task Order, and was priced and evaluated at the time of award of the order. Each individual option permits the contracting officer to add up to a specified number of additional hours of effort to this Task Order. Each individual option may be exercised in whole or in part, and if the contracting officer partially exercises any option, the unexercised portion of that option remains available for later exercise until expiration of the exercise period for that option (see paragraph (d) below)

(c) The Government has the unilateral right to exercise any or all of the options established in this clause, and the contracting officer may exercise any option or options either totally, in a single contract modification, or incrementally, in two or more modifications. Note that the contracting officer may exercise more than one option in a single contract modification. Hours added to the contract by exercise of option shall be based on the number of hours estimated to be required to perform the associated tasks, and shall be priced using the hourly rate(s) (see CLIN section) that apply to the year(s) in which those hours will be used to perform work, as set forth in this Task Order. Unless otherwise specified in the option exercise modification(s), hours added to this Task Order by exercise of option will be furnished by the contractor commencing on the date of option exercise and may run concurrently with other work being performed hereunder. When exercising any option for additional hours per paragraph (d) below, the Contracting Officer shall provide written notice to the contractor of the period of performance for the option hours being exercised, since performance of the option hours may occur during an extension in the performance period of this Task Order, due to exercise of the option in paragraph (a) (2).

(d) The options available per paragraph (a)(1) of this clause to increase the total hours of work on this Task Order are as shown below, together with the period of time in which the contracting officer may exercise each option.

(e) Option Period One (1): CLIN to be established at the time of exercise.

--Total hours available: 9,720

--Earliest date on which Option 1 may be exercised: date of award of this basic Task Order # W56HZV-09-A-A904 / 0018

--Last date on which Option 1 may be exercised: NLT 365 days after Task Order award.

If this Option 1 is exercised, the total quantity of hours to be provided by the contractor on this Task Order shall increase by up to 9,720 hours, from 9,720 hours to a maximum of 19,440 hours (Excluding TEMPEST Test Option Hours as detailed in sub-section g below).

(f) Option Period Two (2): CLIN to be established at the time of exercise.

--Total hours available: 9,720

--Earliest date on which Option 2 may be exercised: date of exercise of option period (1)

--Last date on which Option 1 may be exercised: NLT 365 days after exercise of option period (1)

If this Option 2 is exercised, the total quantity of hours to be provided by the contractor on this Task Order shall increase by up to 9,720 hours, from 19,440 hours to a maximum of 29,160 hours (Excluding TEMPEST Test Option Hours as detailed in sub-section g below).

(g) TEMPEST Test Options to support PWS Task 4.10: CLIN to be established at the time of exercise.

TEMPEST Test Option A: POP (if exercised): June 5, 2010 June 4, 2011 (12 Months)

--Total hours available: 480

--Earliest date on which Option A may be exercised: date of award of this basic task order

--Last date on which Option 1 may be exercised: NLT 365 days after Task Order Award

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 20 of 21

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INCTEMPEST Test Option B: POP (if exercised): June 5, 2011 June 4, 2012 (12 Months)

- Total hours available: 480
- Earliest date on which Option B may be exercised: date of exercise of option period (1)
- Last date on which Option 1 may be exercised: NLT 365 days after exercise of option period (1)

TEMPEST Test Option C: POP (if exercised): June 5, 2012 June 4, 2013 (12 Months)

- Total hours available: 480
- Earliest date on which Option C may be exercised: date of exercise of option period (2)
- Last date on which Option 1 may be exercised: NLT 365 days after exercise of option period (2)

Each individual option permits the contracting officer to add up to a specified number of additional hours of effort to this Task Order. Each individual option may be exercised in whole or in part, and if the contracting officer partially exercises any option, the unexercised portion of that option remains available for later exercise until expiration of the exercise period for that option (see paragraph (d) above).

The Government has the unilateral right to exercise any or all of the options established in this clause, and the contracting officer may exercise any option or options either totally, in a single contract modification, or incrementally, in two or more modifications. Note that the contracting officer may exercise more than one option in a single contract modification. Hours added to the contract by exercise of option shall be based on the number of hours estimated to be required to perform the associated tasks, and shall be priced using the hourly rate(s) (see CLIN section) that apply to the year(s) in which those hours will be used to perform work, as set forth in this Task Order. Unless otherwise specified in the option exercise modification(s), hours added to this Task Order by exercise of option will be furnished by the contractor commencing on the date of option exercise and may run concurrently with other work being performed hereunder. When exercising any option for additional hours per paragraph (d) below, the Contracting Officer shall provide written notice to the contractor of the period of performance for the option hours being exercised, since performance of the option hours may occur during an extension in the performance period of this Task Order, due to exercise of the option in paragraph (a) (2).

H.2 OPTION FOR ADDITIONAL HOURS AND FOR EXTENSION OF FOLLOW-ON TASK ORDER

(a) The contracting officer can issue one or more unilateral contract modifications to exercise the options established by this clause in order to (i) increase the total quantity of hours being procured on this Task Order; and/or (ii) extend the period of performance of the Task Order. However, notwithstanding anything said herein, the Government is not required to exercise any or all of the option hours in this task order.

(1) The contracting officer may increase the quantity of hours in one or more increments, as identified in paragraph (d) below. The total increase available under all exercises of options for additional hours, when added to the base hours on this Task Order, shall not exceed a combined total of 5,880 hours.

(2) The contracting officer may extend the period of performance of this follow-on Task Order by a total maximum of 12 months, inclusive of two (2) six (6)-month option periods.

(3) For this entire follow-on effort (base period and option periods), all rates are established and shall be billed in accordance with Jacob's proposal dated 12 November 2013.

(b) Each option to increase the hours on this follow-on Task Order, listed under paragraphs (e and f) below, is identified in the Schedule of this Task Order, and was priced and evaluated at the time of award of the order. Each individual option permits the contracting officer to add up to a specified number of additional hours of effort to this Task Order. Each individual option may be exercised in whole or in part, and if the contracting officer partially exercises any option, the unexercised portion of that option remains available for later exercise until expiration of the exercise period for that option (see paragraph (d) below)

(c) The Government has the unilateral right to exercise any or all of the options established in this clause, and the contracting officer may exercise any option or options either totally, in a single contract modification, or incrementally, in two or more modifications. Note that the contracting officer may exercise more than one option in a single contract modification. Hours added to the contract by exercise of option shall be based on the number of hours estimated to be required to perform the associated tasks, and shall be priced using the hourly rate(s) (see CLIN section) that apply to the year(s) in which those hours will be used to perform work, as set forth in this Task Order. Unless otherwise specified in the option exercise modification(s), hours added to this Task Order by exercise of option will be furnished by the contractor commencing on the date of option exercise and may run concurrently with other work being performed hereunder. When exercising any option for additional hours per paragraphs (e and f) below, the Contracting Officer shall provide written notice to the contractor of the period of performance for the option hours being exercised, since performance of the option hours may occur during an extension in the performance period of this Task Order, due to exercise of the option in paragraph (a) (2).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 21 of 21

PIIN/SIIN W56HZV-09-A-A904/0018

MOD/AMD 09

Name of Offeror or Contractor: JACOBS TECHNOLOGY INC

(d) The options available per paragraph (a)(1) of this clause to increase the total hours of work on this Task Order are as shown below, together with the period of time in which the contracting officer may exercise each option.

(e) FOLLOW-ON OPTION PERIOD ONE (1):

- Total hours available: 2,940
- Earliest date on which Follow-on Option 1 may be exercised: date of award of the logical follow-on base effort.
- Last date on which Follow-on Option 1 may be exercised: NLT 365 days after award of follow-on base effort.

If this Follow-on Option 1 is exercised, the total quantity of hours to be provided by the contractor on this Task Order shall increase by up to 2,940 hours.

(f) FOLLOW-ON OPTION PERIOD TWO (2):

- Total hours available: 2,940
- Earliest date on which Follow-on Option 2 may be exercised: date of award of the logical follow-on base effort.
- Last date on which Follow-on Option 2 may be exercised: NLT 365 days after award of Follow-on Option 1.

If this Follow-on Option 2 is exercised, the total quantity of hours to be provided by the contractor on this Task Order shall increase by up to 2,940 hours.

*** END OF NARRATIVE H0001 ***