

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00075	3. Effective Date 2014JAN29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND ROBIN BRONSON WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ROBIN.BRONSON@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	Code S2404A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DCS CORPORATION 6909 METRO PARK DR STE 500 ALEXANDRIA, VA 22310-3273	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-11-C-0073
	<input type="checkbox"/>	10B. Dated (See Item 13) 2010DEC29
Code 1P418	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (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 ACKNOWLEDGMENT 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)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) PAMELA L. GROZDON PAMELA.L.GROZDON@US.ARMY.MIL (586)282-9700		
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014JAN29

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Name of Offeror or Contractor: DCS CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBIN BRONSON
Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9662
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***
MODIFICATION P00075

1. The purpose of bilateral Modification P00075 is to:

- a) Add an additional 435,630 man hours at the negotiated composite hourly rate.
- b) Extend the Option Exercise Period
- c) Update contract terms and conditions(clauses)

2. As a result of this modification, the contract is modified as follows:

a) SECTION B:

i. Section B.3, Rate Schedule, is updated to reflect the composite hourly rate of \$100.99 (Est. Cost: \$93.91, Fixed Fee: \$7.08) agreed to by both parties for the additional 435,630 hours and to reflect the twelve month extension period of the modification through 31 January 2015.

ii. The hours are adjusted as follows:

Previous total available ceiling hours: 1,343,080
Hours remaining from previous option: 354,540 *
Additional hours added by modification P00075: 435,630 **
New total of hours available under this exercise period: 790,140
New total available ceiling hours: 1,778,710

iii. The option exercise period is extended from 1 Feb 2014 to 31 Jan 2015.

b) SECTION F:

i. Section F.3.1 has been updated to reflect the extended period of performance.

c) SECTION H:

i. Section H.9.1. is revised to incorporate the addition of 435,630 man hours to the remaining 354,540 hours for a new total of 790,140 hours available for exercise during this twelve month period.

ii. The total contract ceiling amount is increased to 1,778,710 hours.

iii. Section H.9.1.1 is revised to extend the option exercise period.

3. As a result of Modification P00075, the total contract value is neither increased nor decreased.

7. Except as provided herein, all other terms and conditions remain unchanged. ***

* Hours remaining up to modification P00076.

** Hours available for exercising from 01 Feb 2014 through 31 Jan 2015.

***Note: This modification is out of sequence and is dated after modification P00077

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*** END OF NARRATIVE A0080 ***

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Name of Offeror or Contractor: DCS CORPORATION

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST, FIXED FEE, AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B.3.1.1. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 (and any new CLINs created as the result of exercising options), shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost" (Apr 1984), FAR 52.232-20, but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract clause entitled "Fixed Fee" (Mar 1997), FAR 52.216-8. The fixed fee together with reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment" (Dec 2002), FAR 52.216-7.

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3 RATE SCHEDULE

B.3.1 For Option Hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

***** (OFFEROR: FILL IN RATE SCHEDULE BELOW) *****

B.3.1.1	If the date of option exercise falls on or between:	The applicable Hourly Rate is:		
		Est. Cost	Fixed Fee	Total
Option Order Period 1: Award thru 12 months after contract award		\$89.10	\$6.59	\$95.69
Option Order Period 2: 13 - 24 months after contract award		\$90.43	\$6.69	\$97.12
Option Order Period 3: 25 - Award of Modficiation P00042		\$91.77	\$6.79	\$98.56
Option Order Period 4: Award of Modification P00042 - 31 JAN 2014		\$91.58	\$6.90	\$98.48
Option Order Period 5: Award of Modification P00075- 31 Jan 2015		\$93.91	\$7.08	\$100.99 *

B.4 REMOVED

B.5 MATERIAL PURCHASES

B.5.1 The Contractor shall utilize the funding under CLIN 0004 and CLIN 0007, WD Material Purchases, to procure material in support of each Work Directive specified within the designated CLIN 0007 SubCLIN(s). *

B.5.2 The Contractor shall submit an individual purchase authorization request and cost-support package for each proposed material purchase under CLIN 0007 with a total aggregate price greater than \$5,000** to the Contracting Officers Representative (COR) and Contract Specialist, for Contracting Officer review and approval prior to purchase of the material item(s). The cost-support package shall consist of:

- (a) the material type, quantity, unit price;
- (b) at least two recent quotations to support the proposed unit price(s) for purchases valued above \$5,000;**
- (c) identification of the Work Directive(s) that the material item(s) will support; and
- (d) a statement that available funding under the applicable CLIN 0007 SubCLIN (less the value of all previous material

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authorizations for that SubCLIN) is, or is not, sufficient to cover the total proposed material purchase.

B.5.3 The COR, Contract Specialist, and Contracting Officer will review the purchase request and cost-support package to determine whether (i) the proposed material item(s) are required for performance of the specified Work Directive(s); and (ii) the associated unit price(s) are fair and reasonable.

B.5.4 The Contracting Officer ordinarily will provide approval or disapproval to the Contractor within five (5) business days of receipt of the purchase request and cost-support package, or will provide notice if additional review time is required.

B.5.5 The Contractor shall not procure the material item(s) until authorization is received from the Contracting Officer.

* Changed by Modification P00075

** Changed by Modification P00071

*** END OF NARRATIVE B0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

DELIVERIES/PERFORMANCE

F.1 DELIVERY POINT (TACOM)

F.1.1 All deliveries shall be made in accordance with the Contract, the Contract Data Requirements List, DD 1423, or as otherwise directed by the Contracting Officer or authorized representative and shall be packaged and marked in accordance with Section D.

F.1.2 Unless otherwise directed either elsewhere in this contract or in a work directive, any deliveries requiring a physical address shall be shipped to:

U.S. Army Tank-Automotive Research, Development and Engineering Center (TARDEC)
AMSRD-TAR-R, MS 264
6501 E. 11 Mile Rd
Warren, MI 48397-5000

F.2 METHOD OF DELIVERY

All deliveries shall be made on an FOB Destination basis.

F.3 PERIOD(S) OF PERFORMANCE

F.3.1 The total period of performance of this contract in which to exercise option hours is 31 January 2015. However, work on individual work directives may extend beyond 31 January 2015. *

F.3.2 The period of performance for each work directive under this contract, including preparation and delivery of all reports, shall be completed in accordance with the time frames specified in individually approved work directives.

F.4 CONFLICTS

In the event of a conflict between this Section F and Section B of the Contract, this Section F shall control. Questions of interpretation shall be resolved by the Government's Procuring Contracting Officer.

* Changed by Modification P00075

*** END OF NARRATIVE F0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Governmental function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be government employees.

H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this work directive or contract.

H.3 ON-SITE CONTRACTOR PERSONNEL

In the performance of this contract, a portion of the effort will be performed at TARDEC Warren, MI. The contractor personnel performing on-site will be provided a workstation in Building 200 and the necessary equipment to accomplish the portion of the effort to be performed on-site. The items listed below will be available to the contractor on a continuous basis. Additional items may be made available on an as needed basis to facilitate performance. The cost of housing, travel to and from TARDEC and food for on-site contractor employees will not be an allowable cost for reimbursement under the contract. The contractor will not be reimbursed for any work performed by an on-site employee who is not covered by a work directive, is inherently Governmental or that might be used to aid in influencing or enacting legislation. The onsite performance will be conducted in strict accordance with the scope of established work directives. Contractor employees will be monitored/observed, but not supervised, by the COR or other Government employee while performing on-site. Contractor employees who will be performing work on site shall contact the COR in order to obtain a TACOM badge and vehicle registration.

Contractor personnel working on site will have the following equipment available for use on a continuous basis:

- Workspace including a desk, chair and phone
- Computer including a monitor, CPU, Keyboard and Mouse
- Internet Access
- Miscellaneous Office Supplies
- Test Equipment may be provided on an as needed basis

H.4 CONFLICT OF INTEREST

H.4.1 The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

H.4.2 The Contractor agrees that if an actual or potential OCI is discovered after award of this contract, or at any time after award to the Contractor, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

H.4.3 The Contracting Officer may terminate this contract, or any work directive awarded under this contract, for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting

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Officer, the Government may terminate the contract or work directive for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

H.4.4 The contractor agrees that he will not compete for or accept any contract or subcontract for the production of any system, component or items on which he has worked under this contract. In addition, the contractor agrees not to work as a subcontractor (including but not limited to software, software development, development or production, engineering, and consulting) to any hardware or software vendor to provide any system, component, software, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through two (2) years after the end of the contract.

H.4.5 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.

H.4.6 The contractor agrees to enter into written agreements, with all companies to whose proprietary data he shall have access to, that he 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 within 15 days of the date of the agreement, in accordance with FAR 9.505-4. Failure to enter into written agreements and to provide evidence of the agreements to the Contracting Officer will be considered a condition that is endangering performance.

H.4.7 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 their 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.

H.4.8 Notwithstanding paragraph H.4.4 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.

H.4.9 The contractor shall not distribute reports, data or information of any nature 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 derivatives shall be returned to the Government at the end of the contract.

H.4.10 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 H.4.4 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.

H.4.11 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.

H.4.12 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.

H.5 GOVERNMENT COMMENTS

Resolution of all Government comments relative to interim or draft reports shall be included in all final reports.

H.6 DATA AVAILABILITY

The contractor shall be responsible for all standards, specifications, and other data require for performance of the specific Work Directives under this contract.

H.7 QUALIFICATIONS OF PERSONNEL

Except as specified in H.8.3, the minimum qualifications for personnel performing under this contract are specified below. All of these

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categories are considered necessary for successful accomplishment of the work required under this contract. Replacement of individuals performing in these categories shall be in accordance with H.8, Personnel Requirements.

H.7.1 Program Manager

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of fifteen (15) years experience in analysis, design, development, integration and testing of DoD computer systems including:
 - a) A minimum of eight (8) years in analysis, design, development and evaluation of U.S. Army ground combat vehicle Vetronics systems.
 - b) A minimum of four (4) years experience in life cycle support of ground combat vehicle software.
 - c) A minimum of three (3) years experience in analysis, design, and development of ground combat vehicle Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) systems.
- (iii) A minimum of four (4) years experience in managing task order/work directive type contracts for engineering services
- (iv) A Bachelors degree in Electrical Engineering, Computer Engineering, or Physics from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.2 Senior Vehicle Electronics Systems Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of twelve (12) years experience in analysis, evaluation, development, integration, and testing of DoD electrical/electronic systems including:
 - a) A minimum of five (5) years experience in analysis, evaluation, development, integration, and testing of U.S. Army combat vehicle electrical/electronic systems.
 - b) A minimum of four (4) years experience in hardware design, development, and integration of one or more of the following: embedded computers, data distribution systems, C4ISR, or power distribution systems.
 - c) A minimum of three (3) years experience in analysis of system or subsystem requirements.
- (iii) A Bachelors degree in Electrical Engineering, Computer Engineering, or Physics from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.3 Senior Vehicle Electronics Software Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of twelve (12) years experience in development, test, evaluation, and support of real-time software for DoD embedded computer systems including:
 - a) A minimum of five (5) years experience in development, test, evaluation and support of software for U.S. Army combat vehicles.
 - b) A minimum of four (4) years experience in development of C, C++, Ada83, or Ada95 software.
 - c) A minimum of three (3) years experience in development, application, and evaluation of real-time operating environments.
- (iii) A Bachelors degree in Electrical Engineering, Computer Engineering, Computer Science, Math, Physics or Aerospace/Aeronautical Engineering from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.4 Software Process Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of ten (10) years experience in the development, test, and maintenance of DoD computer system software including:
 - a) A minimum of five (5) years experience in application of the Software Engineering Institute (SEI) Software Capability Maturity Model (SW CMM) or Capability Maturity Model Integration (CMM-I) as a framework for improvement to increase the capability of software production processes.
- (iii) A Bachelors degree in Electrical Engineering, Computer Science, Physics, or Mathematics from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.5 Simulation Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of five (5) years experience in the design and development of real-time man-in-the-loop or constructive simulators for combat platforms including:
 - a) A minimum of three (3) years experience in developing C++ software on LINUX or Windows platforms.
- (iii) A Bachelors degree in Electrical Engineering, Computer Engineering, or Computer Science from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

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Name of Offeror or Contractor: DCS CORPORATION**H.7.6 Senior Software Engineer**

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of twelve (12) years experience in the analysis, development and support of computer software for DOD computer automated systems including:
 - a) A minimum of six (6) years experience in the development and analysis of software for DoD computer systems using Ada83/Ada95, C/ C++, or Java programming languages.
 - b) A minimum of four (4) years experience in object oriented analysis and design.
 - c) A minimum of two (2) years experience in the development and evaluation of Application Programmer Interfaces (APIs) for reusable software modules.
- (iii) A Bachelors degree in Electrical Engineering, Computer Engineering, Computer Science, or Mathematics from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.7 Software Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of four (4) years experience in the development and analysis of software for DoD computer systems using Ada83/Ada95, C/ C++, or Java programming languages including:
 - a) A minimum of two (2) years experience in the development and analysis of real-time software for DoD tactical platforms or system level simulation/stimulation systems.
- (iii) A Bachelors degree in Computer Engineering, Computer Science, or Mathematics from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.8 Electrical Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of five (5) years experience in electrical/electronics system analysis, development, or evaluation including:
 - a) A minimum of three (3) years experience in development, integration or evaluation of diagnostics, prognostic, power distribution, embedded computer, or C4ISR systems.
- (iii) A Bachelors degree in Electrical Engineering or Computer Engineering from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.9 Mechanical Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of five (5) years experience in development or integration of mounting structures and electronics enclosures for electrical/electronic systems including:
 - a) A minimum of three (3) years experience in computer-aided design.
- (iii) A Bachelors degree in Mechanical Engineering from an accredited college or university. A Masters degree in any of the preceding disciplines may be substituted for one year of general experience.

H.7.10 Administrative Assistant

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A minimum total of five (5) years experience in providing administrative support to engineering organizations.
- (iii) A Degree from an accredited High School. An Associates degree from an accredited college or university may be substituted for two years of general experience.

H.7.11 Junior Engineer

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) A Bachelors degree in Engineering, Science, or Mathematics from an accredited college or university.

H.7.12 Technician

- (i) A DoD SECRET Clearance is required. However, an interim DoD SECRET Clearance is acceptable while the final DoD SECRET Clearance is pending.
- (ii) An Associates degree or equivalent and three years practical experience.

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H.8 PERSONNEL REQUIREMENTS

Certain skilled experienced professional and technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These positions are defined in Qualifications of Personnel (H.7). The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

H.8.1 If one or more personnel who are actively performing work on the contract become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer and shall promptly replace such personnel with another individual of substantially equal ability and qualifications.

H.8.2 All notifications of personnel changes must be in writing with a complete resume of the proposed substitute.

H.8.3 On a limited basis the contractor may request that certain personnel in non-critical positions be exempted from obtaining and maintaining a DoD SECRET security clearance, as required in H.7.1 through H.7.12 above, in order to perform services in support of this contract, provided the following criteria are met:

(i) The contractor shall provide an SF-85 to their Facility Security Officer (FSO) to initiate a background investigation for the purposes of obtaining access to FOUO information. The FSO will provide successful investigation results to the COR. The COR will then provide written notification of approval to the contractor. Work by the subject individual may begin only after COR approval is received, pending a successful basic background check.

(ii) The contractor shall ensure that the exempted employee has access only to information that has been cleared to the level specified for the subject employee.

(iii) During the exempted employees tenure, the contractor shall provide notice to the COR within 24 hours of receiving information that the exempted employee is dismissed from employment, or travels or plans to travel Outside the Continental United States (OCONUS). If the exempted employee travels or plans to travel OCONUS, the contractor shall provide the COR with the travel location(s). The COR will then report travel details to the TACOM G-2 Security Office.

(iv) The contractor shall accept full responsibility to safeguard all information and technology that has not been cleared to the level allowed for the employee.

H.9 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.9.1 The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by up to 1,778,710 hours; 354,510 hours remain per modification P00076, thus with the addition of 435,630 hours on this modification, the new total is 790,140 hours ** added as follows:

H.9.1.1 The Government may exercise the option in any number of increments at any time but not later than 31 January 2015, in accordance with the rate schedule listed in section B.3.1.1. **

H.9.1.2 The period of performance for the work to be performed shall be as specified in the individual work directives.

H.9.1.3 The Government may exercise the option by adding to existing CLIN 0001, or by establishing a new CLIN or Sub-CLIN.

H.10 REMOVED.*

H.11 GOVERNMENT FURNISHED PROPERTY (GFP)

H.11.1 The Government shall provide the following GFP as specified in the individual Work Directive (WD):

ITEM	S/N or NSN	EST. VALUE	WD
Blue Force Tracker (BFT)		\$36,000	002
Antenna Satellite Transceiver (MT-2011)	000127709		
Computer Processor Unit (BFT CPU)	55P4256844		
Defense Advanced GPS Receiver (DAGR)	5825-01-526-4783		
Display Unit	196724		
Keyboard Unit	V4K4170177		
BFT GPS	215523		
Crew Vehicle Radio Jammer (CVRJ)		\$25,000	002

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 12****PIIN/SIIN** W56HZV-11-C-0073**MOD/AMD** P00075**Name of Offeror or Contractor:** DCS CORPORATION

Antenna GPS	228451		
Control, interface (RCU ASSY)	21595		
Top Assembly CVRJ	C28810		
Antenna Dual Band (FRF-105D)	39216		
Antenna High Band (FRF-115)	5985-01-553-5745		
Drivers Vision Enhancer (DVE) Kit		\$21,500	002
BAE DVE Sensor Module	000127709		
BAE Electric Pan Tilt Motor	100396483304		
BAE Joystick Controller	1006065571021		
DRS/Legacy Display Control Module	228025		
TOCNET V		\$80,000	002
Dual Trim CAU	000588		
MCSU-V	000750		
TRIMS	002826		
VRC-113		\$ 5,000	002
Cradle Assembly	12703		
Power Amp Assembly	13211		

** Changed by Modification P00075

*** END OF NARRATIVE H0001 ***