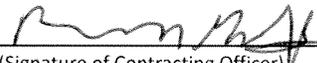


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 00001		3. EFFECTIVE DATE 07/26/2011	4. REQUISITION/PURCHASE REQ. NO. N0002410NR41063		5. PROJECT NO.(if applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		CODE N00024	7. ADMINISTERED BY (if other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. N00024-11-R-5120
				X	9B. DATED (SEE ITEM 11) 12-Jul-2011
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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 <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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 continuation page(s)					
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) RICHARD N. GOFF, CONTRACTING OFFICER TEL: 202-781-2872 EMAIL: RICHARD.GOFF@NAVY.MIL		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26 JUL 2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purposes of Amendment 00001 to solicitation N00024-11-R-5120 are to: 1) Update FAR clauses 52.216-7, 52.216-8 and 52.216-10; 2) Provide clarification on the instructions pertaining to site visit requests; and 3) Extend the dates for notification of Organizational Conflicts of Interest (OCI) and consent relating to use of support contractors during source selection. The solicitation is hereby modified as follows:

1. SECTION I - CONTRACT CLAUSES**a. The following included by reference have been updated:**

52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011

b. The following included by full text have been updated:

52.216-10 INCENTIVE FEE (JUN 2011)
(Applicable Separately and Independently to CLINs 0001, 0002, 0003, and 0004)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable

adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by fifty (50) cents for every dollar that the total allowable cost is less than the target cost or decreased by fifty (50) cents for every dollar that the total allowable cost exceeds the target cost for CLINs 0001 and 0002 and the target fee increased by sixty (60) cents for every dollar that the total allowable cost is less than the target cost or decreased by seventy (70) cents for every dollar that the total allowable cost exceeds the target cost for CLINs 0003 and 0004. In no event shall the fee be greater than percent for CLINs 0001 and 0002, percent for CLINs 0003 and 0004, or less than zero (0) percent of the target cost.

** Offeror to insert its proposed maximum fee payable for each applicable CLIN.*

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

2. SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

a. Section L-2, NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) , is modified as follows:

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS 1.0, PEO IWS 2.0, PEO IWS 6.0, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 30 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 30 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

b. Section L-3, Paragraph 1.0 GENERAL is modified to provide clarification on site visits as follows:

The Offeror shall submit all information required by this RFP. Failure to comply with the terms and conditions of the RFP may result in the Offeror being removed from consideration for award. The Offeror's proposal shall be based on the requirements contained in this RFP (including those documents, exhibits, and other attachments to the RFP identified in Section J). Offerors are required to submit a proposal encompassing all items listed in Section B herein.

The solicitation will be made available only through the internet at:

<https://www.neco.navy.mil/>

<https://www.fbo.gov>

Offerors are hereby notified that from time to time, the Government may post additional information to the web site relating to this solicitation (e.g. responses to questions, amendments, etc.). It is the Offeror's responsibility to check the web site for any such information.

Offerors may electronically submit written questions requesting clarification of solicitation requirements by sending an email to Ms. Jennifer Nelligan, jennifer.nelligan@navy.mil, with a copy to Mr. Brendan O'Mara, brendan.o'mara@navy.mil. All such questions should be received in writing within fifteen (15) calendar days after release of the RFP to allow the Navy adequate time to prepare and issue responses to all Offerors prior to the date and time set for receipt of proposals. Only questions transmitted electronically will receive a response. Questions received after the time set forth above will not result in an extension to the proposal due date. It is the Government's intention that questions and responses will be distributed electronically to all Offerors. Information provided with each question should include the document name, document date, specific page, paragraph, clause or other definitive citation requiring clarification.

Access to classified and other restricted information being made available as attachment(s) to this solicitation can be obtained at <https://viewnet.nswcdd.navy.smil.mil>. Connection instructions are contained in Attachment J-7. Offerors who are unable to access the information on VIEWNET should submit a written request to the Contract Specialist Ms. Jennifer Nelligan at jennifer.nelligan@navy.mil or fax number 202-781-4648, and the Contracting Officer Mr. Brendan O'Mara at brendan.o'mara@navy.mil or fax number 202-781-4649. The written request must include data on the company facility and specific individual(s) requiring access as follows: facility security clearance level, issuing Government agency, and expiration date; facility security office phone/fax numbers; facility storage level, cage code, and complete destination address' personnel for whom access to classified data is requested to include full name; security clearance level, issuing Government agency, and expiration date; date of birth; and city/state of birth. Once a prospective Offeror's "need-to-know" and security clearance is verified, classified attachments will be provided. For all Offerors seeking access to these materials through VIEWNET or via the contract specialist, "need-to-know" shall only apply to those Offerors who can demonstrate that they meet the security requirements of this solicitation. Offerors must submit the documentation specified above to the Contract Specialist Jennifer Nelligan at jennifer.nelligan@navy.mil or fax number 202-781-4648, and the Contracting Officer Mr. Brendan O'Mara at brendan.o'mara@navy.mil or fax number 202-781-4649, in order to receive access to these materials. Access to these materials will be granted solely for the purpose of preparing a proposal under this solicitation, and does not establish a common "need-to-know" with any other program, contract, or effort.

Only one offer will be accepted from each Offeror. No alternative proposals will be accepted by the Government. Each Offeror shall submit only one proposal which represents its best approach to meeting the requirements of the solicitation.

If the Offeror desires to visit the Government sites specified under Special Contract Requirement 5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT)(SEP 2009), please send a written request to Ms. Jennifer Nelligan via email at jennifer.nelligan@navy.mil and to Mr. Brendan O'Mara at brendan.o'mara@navy.mil to schedule an appointment. Potential subcontractors will not be given separate tours, but may request site visits through the Offeror. The request must detail the number of people that will be in attendance, their respective positions, represented firm and desired appointment date. No more than eight (8) people, including potential subcontractors, may be in attendance. There will be no ship visits. NOTE: If a potential subcontractor submitted a written request to the Navy prior to release of this Amendment 00001, it must rescind its request in writing via email to Ms. Jennifer Nelligan and Mr. Brendan O'Mara. Potential Offerors shall have three (3) calendar days after release of this Amendment to submit a modified visit request.

If the Offeror desires to visit the Government sites specified under Special Contract Requirement 5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT)(SEP 2009), please send a written request to Ms. Jennifer Nelligan via email at jennifer.nelligan@navy.mil and to Mr. Brendan O'Mara at brendan.o'mara@navy.mil to schedule an appointment detailing the number of people that will be in attendance,

their respective positions and desired appointment date. All requests shall be made within fifteen (15) calendar days after release of the RFP. No more than five (5) people may be in attendance. There will be no ship visits.

c. Section L-3, Paragraph 1.2 Use of Navy Support Contractors is modified as follows:

Government Support Contractors may assist the Source Selection Organization. The Source Selection Advisory Council (SSAC), Source Selection Evaluation Board (SSEB), and Cost/Price Analysis Team (CPAT) will be composed of Government employees. The Government Support Contractors may participate as Advisors to the Source Selection Organization and/or as administrative support. The Offeror shall enter into non-disclosure agreements with all Contractor organizations participating in this source selection, and provide copies of any such agreement(s) to the Contracting Officer prior to proposal submittal.

The following firms may assist in the technical proposal evaluation process in an advisory capacity only and may provide administrative support to the source selection process, but will not evaluate proposals:

<u>COMPANY NAME</u>	<u>AREA(S) OF EXPERTISE TO BE USED</u>
Johns Hopkins University/ Applied Physics Laboratory	C/S Systems Engineering and Phased Array Radars

For contact information for the contractors listed above, contact:

JENNIFER NELLIGAN
SEA 02512N
TEL: (202) 781-2057
Email: jennifer.nelligan@navy.mil

NAVSEA presently has organizational conflict of interest clauses as well as proprietary data protection clauses in the Navy's contract with these contractors. Please provide written notification to the PCO no later than thirty (30) calendar days after issuance of the solicitation stating that the Offeror consents or does not consent to the use of each of the contractors listed above in the proposal evaluation process. Submission of a proposal without such objection will be considered as consent to the specified use of each of the firms listed above.

(End of Summary of Changes)