

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1	OF 7	PAGES
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2. AMENDMENT/MODIFICATION NO. A00020	3. EFFECTIVE DATE See BLK 16	4. REQUISITION/PURCHASE REQ. NO. HSCG23-06-D-ARB001	5. PROJECT NO. (If applicable) RB-M
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6. ISSUED BY Administrative Contracting Office 1600 Ely Street Marinette WI. 54143-2434 Gail.S.Thomas@uscg.mil	7. ADMINISTERED BY (If other than Item 6) N/A
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Marinette Marine Corporation, Inc. 1600 Ely Street Marinette, WI 54143 DUNS #00-613-5388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCG23-06-D-ARB001
		10B. DATED (SEE ITEM 13) 21JUN2006

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	N/A
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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. X 52.243-1 CHANGES – FIXED PRICE (AUG 1987)
	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).
	D. OTHER Specify type of modification and authority)

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

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

This Modification increases the interim funding for the effort associated with ECP-009 entitled "Interactive Electronic Technical Publication (IETP) and Maintenance Philosophy." The change in Contract effort associated with ECP-009 will be awarded by a forthcoming Modification to Delivery Order HSCG23-06-J-ARP021 to increase the unit price of CLIN 1002.

(CONTINUED ON NEXT PAGE)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GAIL S. THOMAS, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	

BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

A. The Firm Fixed Price for CLIN 1002, entitled, “RB-M Detailed Design” is revised to provide additional funding for ECP-009 entitled, “Interactive Electronic Technical Publication (IETP) and Maintenance Philosophy.”

B. The Coast Guard determined that the work associated with ECP-009 be performed without delay. USCG letter 042-R0115, dated 11 June 2007, authorized a Direction to Proceed (DTP) for the effort associated with ECP-009, entitled, “Interactive Electronic Technical Publication (IETP) and Maintenance Philosophy.” Modification A00012 dated 20 Nov 07 incorporated the full ECP-009 Scope of Work and Contract change language.

C. For equity considerations, the below Modifications have set forth interim ECP values for the effort described therein, so that progress payments may be made for the work effort of ECP-009. This Modification, in conjunction with Modification A00007 of Delivery Order HSCG23-06-J-ARP021, will hereby raise the interim funding from \$2,812,440 by \$482,160 to \$3,294,600 to allow for payment of Milestones 13, 14, 15, 20, 21 and 22. Upon modification of the Delivery Order HSCG23-06-J-ARP021, the Not-To-Exceed funding ceiling will increase to \$3,294,600. It is the Government’s intent to adjust the value of CLIN 1002 upon completion of negotiations, thereby establishing a final ECP price.

<u>RB-M ECP-009</u>	<u>INTERIM FUNDED PRICE</u>
Mod A00007	\$ 396,000
Mod A00010	\$ 352,000
Mod A00011	\$ 308,000
Mod A00013	\$ 1,067,640
Mod A00015	\$ 482,160
Mod A00016	\$ 206,640
Mod A00020	<u>\$ 482,160</u>
TOTAL Interim Funding	\$ 3,294,600

D. PART I – THE SCHEDULE, SECTION B - SUPPLIES OR SERVICES AND PRICES:

Section B.1.1.b Firm Fixed Price Line Item 1002 is changed from \$10,747,072 by \$482,160 to provide an interim funding value for ECP-009 to a new CLIN 1002 value of \$11,229,232.

E. PART 1 – THE SCHEDULE, SECTION G – CONTRACT ADMINISTRATION DATA:

Section G.4.1.1, Milestones 13, 14, 15, 20, 21 and 22 for CLIN 1002, ECP-009 Effort are revised to include exact dollar figures for each milestone. The Parties are unable to complete negotiations prior to the payment due date for Milestones 13, 14, 15, 20, 21, and 22. Therefore, the milestone calculations are based upon the Contractor’s revised proposed price. Computations are shown below:

Approximate Proposal Value Less Profit = \$4,500,000

Milestones 1 – 8 previously funded = \$1,056,000

BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

Modification A00013:

Milestone 9 for 27% (4,500,000 – 1,056,000)(.27) = \$ 929,880
 Milestone 10 for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 Milestone 11 for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 TOTAL \$1,067,640

Modification A00015:

Revised Milestone 12 for 14% (4,500,000 – 1,056,000)(.14) = \$ 482,160

Modification A00016:

Milestone 16, January IETP Status Report, for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 Milestone 18, February IETP Status Report, for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 Milestone 19, March IETP Status Report, for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 TOTAL \$ 206,640

Modification A00020:

Milestone 13, Validate IETP Operability, for 2% (4,500,000 – 1,056,000)(.02) = \$ 68,880
 Milestone 14, Validate MPC Cards, for 1% (4,500,000 – 1,056,000)(.01) = \$ 34,440
 Milestone 15, Update and Demonstration of DMRL, for 8% (4,500,000 – 1,056,000)(.08) = \$275,520
 Milestone 20, Approval of Operator’s Handbook (CDRL 086-006), for 1% (4,500,000 – 1,056,000)(.01) = \$ 34,440
 Milestone 21, Approval of Org Maint Manual (CDRL 086-007), for 1% (4,500,000 – 1,056,000)(.01) = \$ 34,440
 Milestone 22, Approval of BCMP (CDRL 086-008), for 1% (4,500,000 – 1,056,000)(.01) = \$ 34,440
 TOTAL \$482,160

A Modification after the completion of negotiations will allocate the total remaining dollars over the outstanding Milestones.

F. This Modification does not obligate Government funds. The change in Contract effort associated with the ECP-009 increase in interim funding will be awarded by a forthcoming Modification to Delivery Order HSCG23-06-J-ARP021 to increase the unit price of CLIN 1002.

G. This completes block 14.

Part I - The Schedule (Continued)
Section B - Supplies or Services and Prices

B.1 [Orig] CONTRACT LINE ITEM NUMBER (CLIN) DESCRIPTIONS

B.1.1. [Orig] BASE CONTRACT PERIOD: DATE OF AWARD THROUGH SIXTY MONTHS THEREAFTER, CONSISTING OF FIVE TWELVE-MONTH PRICE PERIODS.

- a. [Orig] The prices below reflect indefinite-delivery, indefinite-quantity (IDIQ) contract line items to be performed in accordance with the contract requirements for the base contract period. Orders will be placed IAW FAR clauses 52.216-18, Ordering (Oct 1995), 52.216-19, Order Limitations (Oct 1995), and 52.216-22, Indefinite Quantity (Oct 1995) incorporated into this contract in Section I.1. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- b. [Orig] **FIRM FIXED PRICE LINE ITEMS**

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
PRICE PERIOD ONE			
1001 [A00003]	Project Management (as described in Section C.4). This CLIN is required whenever work, other than that associated with warranty administration, under 1002, 1009, x003, x004, x005, x006, x007, or x008 is ongoing. The Government may order any quantity of months under this CLIN provided that the performance period is limited to this price period.	MONTH	<u>\$455,703</u>
1002 [A00020]	RB-M Detailed Design (as described in Section C.5). This CLIN must be ordered before orders for CLINs x003 (where x equals a price period) may be placed.	JOB	<u>\$11,229,232</u>
1003 [Orig]	Response Boat - Medium (as described in Section C.6). Hulls refers to a range of total consecutive RB-Ms ordered under this contract (i.e. hull 9 cannot be ordered until hull 8 is ordered). The Government may order all or any part of this CLIN during this price period, provided that an individual hull may not be ordered more than once under this contract.		

- G.3.5.2.1.** [Orig] A breakdown of costs by job, as applicable, including:
- G.3.5.2.1.1.** [Orig] materials costs and other direct costs,
- G.3.5.2.1.2.** [Orig] indirect costs.
- G.3.5.2.2.** [Orig] Fee, supported by calculations in accordance with G.3.5.1.
- G.3.5.2.3.** [Orig] Cumulative value of cost and fee for all invoices against the delivery/task order to date.
- G.3.5.3.** [Orig] Computation of amounts. Unless the Contractor requests a smaller amount, the Government will compute each cost plus fixed fee payment as the value of the amount(s) invoiced for cost plus fixed fee CLINs less 15 percent of the fee invoiced, provided that not more than \$100,000 per order has already been retained. Any amount earned but not paid is defined as retention.
- G.3.5.4.** [Orig] Liquidation. Except as provided in the Termination for Convenience of the Government clause, all cost plus fixed fee payments shall be liquidated by deducting from any payment under this contract the unliquidated cost plus fixed fee payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated cost plus fixed fee payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- G.3.5.5.** [Orig] Retention. The Government will, at the end of the period prescribed by FAR [52.216-8](#), pay the retention.

G.4 [Orig] BASIS OF PAYMENTS FOR PERFORMANCE-BASED PAYMENTS

- G.4.1.** [A00001] Pursuant to FAR clause [52.232-32](#), "Performance-Based Payments", incorporated at Section I.2, the following milestones are established for performance-based payments for certain CLIN deliverable items, subject to the retention identified at paragraph G.3.3.2. For CLIN 1002, the deliverable item is the entire CLIN. For CLIN x003, the deliverable item is an individual RB-M identified by hull number. Milestones are designated either as Severable or Cumulative. A Milestone is considered complete when the evidence/basis for payment is accepted and approved by the Contracting Officer. The evidence/basis for payment is the objective measure for completing the milestone, such as an approved final data deliverable required by a CDRL, a report documenting engine tests, or a signed DD-250 acknowledging preliminary acceptance of an RB-M. The evidence/basis for payment for Milestones with subordinate elements shall be the evidence/basis for payment of all subordinate elements. Milestones designated as Severable may be paid independent of the completion of other milestones at the same level. Milestones designated as Cumulative are listed in order of dependency and may not be paid until all previous dependent milestones at the same level have been completed.

- G.4.1.1.** [A00020] CLIN [1002](#), Detailed Design Review:

Original CLIN 1002 Effort		\$7,934,632	
Milestone	% Value	Severable / Cumulative	Evidence/Basis for Payment

			<p>system simulations, photographs and videos used in IETP IAW SOW 086-2.3 as defined by the DMRL</p> <ul style="list-style-type: none"> • Technical Data In Process Review – Organizational Maintenance Manual, Operator's Handbook, TRS Manual • Web-based IETP Demonstration Package update • Submittal of Design Review Minutes
10. IETP Status #6	2% \$68,880	Severable	<ul style="list-style-type: none"> • IETP Monthly Status Report (November – due 12/10/07) to include tasks accomplished, tasks to be completed in the next month, and level of effort performed.
11. IETP Status #7	2% \$68,880	Severable	<ul style="list-style-type: none"> • IETP Monthly Status Report (December – due 01/10/08) to include tasks accomplished, tasks to be completed in the next month, and level of effort performed.
12. IETP Design Review #4	14% \$482,160	Cumulative	<ul style="list-style-type: none"> • Final IETP Design Documentation IAW SOW 086-2.7.4 • Technical Data In Process Review – Organizational Maintenance Manual and TRS Manual • Web-based IETP Demonstration Package update • Submittal of Design Review Minutes
13. Validate IETP Operability	2% \$68,880	Severable	<ul style="list-style-type: none"> • Validation of the IETP operability as defined in the TDOP (086-001).
14. Validate MPC Cards	1% \$34,440	Severable	<ul style="list-style-type: none"> • Validation of all Daily, Weekly, Monthly and Quarterly Maintenance Procedure Cards. Based on results of Contractor validation procedures conducted IAW SOW 086-2.4.1
15. Update and Demonstration of DMRL	8% \$275,520	Severable	<ul style="list-style-type: none"> • Update of DMRL and demonstration of 90% of DMRL to include media-rich

			technical data, specifically system simulations, photographs and videos used in IETP IAW SOW 086-2.3 as defined by the DMRL
16. IETP Status #8	2% \$68,880	Severable	<ul style="list-style-type: none"> IETP Monthly Status Report to (January – due 02/10/08) include tasks accomplished, tasks to be completed in the next month, and level of effort performed.
17. IETP Delivery	20%	Cumulative	<ul style="list-style-type: none"> Submittal of: <ul style="list-style-type: none"> 086-006 Operator's Handbook 086-007 Org Maint Manual 086-008 BCMP 086-009 Tech Repair Manual Baseline DRML and Demonstration of 100% of DMRL with the understanding that content will be updated/replaced during OT&E as defined in the Scope of Work. Delivery of the IETP work products IAW SOW 086-2.6.3.1 through 086-2.6.3.11 due with the first RB-M IAW Scope of Work of ECP-009 (A00012)
18. IETP Status #9	2% \$68,880	Severable	<ul style="list-style-type: none"> IETP Monthly Status Report (February – due 03/10/08) to include tasks accomplished, tasks to be completed in the next month, and level of effort performed.
19. IETP Status #10	2% \$68,880	Severable	<ul style="list-style-type: none"> IETP Monthly Status Report (March – due 04/10/08) to include tasks accomplished, tasks to be completed in the next month, and level of effort performed.
20. CDRL 086-006 Operator's Handbook	1% \$34,440	Severable	<ul style="list-style-type: none"> Approval of CDRL ¹
21. CDRL 086-007 Org Maint Manual	1% \$34,440	Severable	<ul style="list-style-type: none"> Approval of CDRL ¹
22. CDRL 086-008 BCMP	1% \$34,440	Severable	<ul style="list-style-type: none"> Approval of CDRL ¹