

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 19-Aug-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 wanda.cutchin@navy.mil 850-636-6140	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARINC 2551 Riva Road Annapolis MD 21401		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-HR06
		10B. DATED (SEE ITEM 13) 27-Sep-2006
CAGE CODE 1WAV4	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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY 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: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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 PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 19-Aug-2011
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this administrative modification is to make a change to the Accounting and Appropriation Data ACRN cited for Slin 400206 under modification 23.

The Accounting and Appropriation Data for Slin 400206 is updated to read as follows:

From:

Slin 400206 PR# 12244039 ACRN:AE

LLA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1711A1040

To:

Slin 400206 PR# 12244039 ACRN:AR

LLA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1711A1040

All other terms and conditions of this task order remain the same.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Services and material necessary to provide Advanced Planning Notice for Rapid Airborne Mine Clearance System (RAMICS) program, systems engineering and integrated logistics support in accordance with the Statement of Work and attached Contract Data Requirements List (CDRLS). This is the Base Year CLIN and is good from contact award through one (1) year thereafter. (RDT&E)	3215.0 LH		
100001	Incremental Funding (RDT&E)			
100002	Incremental Funding (RDT&E)			
100003	Incremental Funding (RDT&E)			
100004	Incremental Funding (RDT&E)			
100005	Incremental Funding (RDT&E)			
1001	Award Term Option - Services and material necessary to provide Advanced Planning Notice	5460.0 LH		

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for Rapid
Airborne Mine
Clearance System
(RAMICS) program,
systems
engineering and
integrated
logistics support
in accordance
with the
Statement of Work
and attached
Contract Data
Requirements List
(CDRLS). CLIN
1001 is from the
end of base year
through one year
thereafter.
(RDT&E)

100101 Incremental
funding in the
amount of
(RDT&E)

100102 Incremental
funding in the
amount of
(RDT&E)

100103 Incremental
funding in the
amount of
(RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Costs are not-to-exceed for materials and for travel for CLIN 1000. (RDT&E)	1.0 LO	
300001	Incremental Funding (RDT&E)		
300002	Incremental Funding (RDT&E)		
300003	Incremental Funding (RDT&E)		
300004			

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Incremental
Funding (RDT&E)

3001 Other Direct 1.0 LO
Costs are
not-to-exceed
for
materials and
for
travel for CLIN
1001. (RDT&E)

300101 FUNDING FOR THE
MATERIALS
REQUIRED FOR THE
RAMICS PODS.
(RDT&E)

300102 Incremental
funding in the
amount of
(RDT&E)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Award Term Option - Services and material necessary to provide Advanced Planning Notice for Rapid Airborne Mine Clearance System (RAMICS) program, systems engineering and integrated logistics support in accordance with the Statement of Work and attached Contract Data Requirements List (CDRLS). CLIN 4000 is from the end of award term 1001 through one year thereafter. (RDT&E)	6580.0 LH		
400001	Incremental Funding in the amount of (RDT&E)			
400002	Incremental funding in the			

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amount of
(RDT&E)

400003 Incremental
funding in the
amount of
(RDTE)
(RDT&E)

400004
Incremental
Funding (RDT&E)

4001 Award Term Option 6780.0 LH
- Services and
material
necessary to
provide Advanced
Planning Notice
for Rapid
Airborne Mine
Clearance System
(RAMICS) program,
systems
engineering and
integrated
logistics support
in accordance
with the
Statement of Work
and attached
Contract Data
Requirements List
(CDRLS). CLIN
4001 is from the
end of award term
4000 through one
year thereafter.
(RDT&E)

400101 Funding is
provided in the
amount of
for
Option Year 3
(RDT&E)

400102 Funding is
provided in the
amount of
(RDT&E)

400103

4002 Award Term Option 7744.0 LH
- Services and
material
necessary to
provide Advanced
Planning Notice
for Rapid
Airborne Mine
Clearance System
(RAMICS) program,

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systems
engineering and
integrated
logistics support
in accordance
with the
Statement of Work
and attached
Contract Data
Requirements List
(CDRLS). CLIN
4002 is from the
end of award term
4001 through one
year thereafter.
(RDT&E)

400201 Support to
include T&E
Technicians, T&E
Engineer, and
Financial Support
(RDT&E)

400202 Support to
include
administrative
functions,
captive carriage
testing and
technical support
(RDT&E)

400203 Support for TDA
Contract Services
(RDT&E)

400204 Support for U1SS
EVM (RDT&E)

400205 Support for U1SS
EVM (RDT&E)

400206 Closeout RAMICS
efforts,
including storage
costs of the
RAMICS equipment
(WPN)

400207

400208

400209

400210

400211

400212

400213

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400214

400215

400216

400217

400218

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	Other Direct Costs are not-to-exceed for materials and for travel for CLIN 4000. (RDT&E)	1.0 LO
600001	Incremental funding in the amount of (RDT&E)	
600002	Incremental funding in the amount of (RDT&E)	
600003	Incremental funding in the amount of (RDT&E)	
600004	Incremental Funding (RDT&E)	
6001	Other Direct Costs are not-to-exceed for materials and for travel for CLIN 4001. (RDT&E)	1.0 LO
600101	Funding is provided in the amount of for ODC (RDT&E)	
6002	Other Direct Costs are not-to-exceed	1.0 LO

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for
materials and
for
travel for CLIN
4002. (RDT&E)

EXERCISE OF OPTIONS

If the Government determines that an option will be exercised, then exercise of that option will occur prior to the end of the current contract year. See Award Term Plan in Section H.

According to the Task Order Manager, this contract will be incrementally funded every quarter.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR RAPID AIRBORNE MINE CLEARANCE SYSTEM (RAMICS) PROGRAM SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) has a requirement for contractor support to provide Systems Engineering, Program Management, Acquisition, and Integrated Logistics support for the RAMICS program. The program is currently in System Development and Demonstration (SD&D) phase, progressing towards Milestone C and transition to production. The Contractor shall provide those non-personal technical services necessary to perform the tasks identified in the following paragraphs.

2.0 APPLICABLE DOCUMENTS

2.1

- DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives (AA&E)
- OPNAV Instruction 5530.13C, Department of the Navy Physical Security Standards for Conventional AA&E)

3.0 REQUIREMENTS

3.1 Program Management Support

3.1.1 Data Management System

The contractor shall maintain and update a Data Management System (DMS) for RAMICS and related Programs for Code A21. In the performance of this task, the Contractor shall be responsible for overnight delivery of critical program documents and materials when NSWCPC shipping is unavailable. The Contractor shall transmit/receive documents and materials up to the secret level to/from other Navy laboratories and contractors. Approximately \$1000 will be required for postage associated with document and material transfers during each base or award period.

The Contractor shall also provide technical support to Code A21 personnel in maintaining a digital library and a File Transfer Protocol (ftp) site for RAMICS. This effort will include creation or collection of digital media for identified documents, creation of new data records in the digital library, and the retrieval/submission of digital data in the SD&D Contractors electronic data interchange (EDI) system. An updated printout of the library contents shall be prepared and delivered quarterly.

3.1.2 Program Meetings/Highlights

The Contractor shall attend weekly RAMICS meetings to report on the status of ongoing tasking. Meetings will be held the first work day of the week. The Contractor shall provide a written input at the meeting and provide technical support to NSWC PC Code A21 personnel in the development of summary meeting minutes and highlights. Meetings are held on the first workday of the week and will take approximately one hour. Summary minutes must be ready for distribution, via e-mail, to all project members and line management by noon on the third workday of the week. Attached to the weekly meeting minutes will be a list containing major meeting dates and/or travel dates. Inputs to this list will be received during the weekly meeting. Deliverables will be in MS Word

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format.

The Contractor shall also provide hosting & support for online meetings such as multi-user conference calls and WebEx. Approximately will be required for associated communications costs during each base or award period. In addition, once a month, a specially called OAMCM program meeting will be held. The above requirements will apply. Overtime may be required to provide draft meeting minutes by the next business day. In the event that back-up Contractor support is required, a notice of 24 hours will be given for these meetings.

3.1.3 Kick-Off Meeting

The Contractor shall coordinate and conduct a SOW kick-off meeting within 5 working days of the award of the task order. The Contractor shall provide a Microsoft Project Gantt Chart printout (hard copy) showing all the delivery dates of all CDRL submissions identified in the SOW. The Gantt Chart will also show the times for Government review. Following concurrence at the kick-off meeting, the Contractor shall update the Gantt Chart to reflect deliverables completed or slipped and provide a monthly updated submission.

3.1.4 Briefing Materials

AMCM programs conduct quarterly reviews for our sponsor, PMS 495. In the event that the NSWC PC Visual Arts Branch cannot complete all viewgraph packages (for OAMCM programs) in the required deadline, the Contractor shall prepare top level briefing materials for these quarterly reviews. The view graphs will be prepared in Microsoft Office (PowerPoint) and shall illustrate program accomplishments to date, major problems and issues, and tasks scheduled for completion in the reporting period. There will be approximately 40 viewgraphs per briefing; most will be text but two or three may contain either AutoCad files, scanned images, video clips, or graphics. The Contractor shall prepare the presentations from information provided by the Government (GFI). The Contractor shall provide two electronic files on a CD-ROM disk, four color copies, and ten (10) sets of hard copies for each presentation. In addition, the contractor shall also support the development of other multimedia presentation materials for program events such as static displays and conferences. Approximately in miscellaneous materials (transparency or high gloss paper, color ink cartridges, CDs, sheet protectors, matting, etc.) will be required for presentation development during each base or award period.

3.1.5 Project Tracking

The Contractor shall prepare and maintain Master program Tracking Charts for the RAMICS program. These charts shall be prepared using Microsoft Office (Project or Powerpoint). These charts will document ongoing program tasks, milestones, and issues. The Contractor shall develop a method of tracking progress of each task that will be approved by the Program Manager and shall update the charts or develop new charts bi-monthly. The Government will provide input using Microsoft Project software (200 tasks) as well as hard copy input. Printout will be required to reflect different data calls such as; all tasks for the fiscal year, NSWC PANAMA CITY tasks for the fiscal year, etc. Deliverables shall include one color hard copy or plot. An electronic copy will also be stored in the program library.

3.1.6 Program Documents

The Contractor shall assist NSWCPC in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by E-mail, fax, local guard mail, and commercial carrier. These documents will include: (1) a communications listing of all RAMICS team members, (2) a list of deliverables due to the PEO for the reporting period, (3) Budget Work Breakdown Structure for RAMICS, (4) trip reports, or (5) periodic TDA accomplishment summaries, or (6) program presentations. Estimate that these deliverables shall be updated and delivered bi-monthly.

In addition, the contractor shall also support the development of other multimedia presentation materials for program events such as static displays and conferences. Approximately in miscellaneous materials (transparency or high gloss paper, color ink cartridges, CDs, sheet protectors, matting, etc.) will be required for presentation development.

3.1.7 Program Sponsor Support

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The Contractor shall assist Code A21 in the development of inputs to support PMS495, the AMCM program sponsor. Support shall include assistance in documentation and reporting on program acquisition planning and strategy, POM inputs, WBS/EVMS financial analysis, and Action Item (AI) tracking. An updated printout of either the “Official” or “Working” AI tracking databases shall be prepared and delivered bimonthly. Acquisition document updates will be delivered in the form of technical memorandum on an as required basis (estimate bi monthly).

3.2 Training Support

3.2.1 The Contractor shall designate a Training Manager who shall manage all contracted training efforts. The Training Manager shall coordinate the development and integration of courseware and scheduling of instructional services with the designated Weapon System Integration Team (WSIT) (both Sikorsky Aircraft Corporation [SAC] and Lockheed Martin Systems Integration– Owego [LMSI-O]) Training Managers. This effort shall be in accordance with an Associate Contractor Agreement (ACA) that will be entered into with the WSIT (both SAC and LMSI-O). The Training Manager shall participate in the PMA205 MH-60S Training Systems Working Group (TSWG) as an extended member.

3.2.2 The Contractor shall participate in the development of RAMICS training products and instructional services to ensure compatibility with the MH-60S training program. The MH-60S training program is defined as the electronic classrooms and courseware under development/developed for the Navy Fleet Replacement Squadron (FRS) and Naval Air Maintenance Training Group (NAMTRAGRU).

3.2.3 The Contractor shall schedule In-Process Reviews (IPR’s) to take place at the Contractor’s facility. The contractor shall prepare IPR agendas. The contractor shall prepare IPR minutes that shall serve as official guidance for training content and documentation style. The contractor shall conduct IPRs to include Initial kick-off and 30% review. The 30% IPR shall be conducted no later than 120 days prior to CT Training.

3.2.4 The Contractor shall prepare multiple presentations based on the number of students designated for training. Planned courses include the following:

1. RAMICS Theory of Operation
2. Laser Safety Refresher Course
3. RAMICS Aircraft Emergency Procedures
4. PMAS Operation with RAMICS
5. Significant System Operation Failure Alerts/Events

3.2.5 Contractor furnished training material(s) (courseware) will be required to support DT and WSIT CT training for each of the planned training courses. Graphics will be IT-21 compliant and suitable for export to commercially available Computer Based Training (CBT) authoring packages. The contractor shall deliver training materials in paper and digital format, in accordance with the NAMTRAGRU Training Specification Manual 1540.C1 and NAMEDTRA 130A. Training materials to be developed are:

- Curriculum Outline
- Trainee Guides
- System / Equipment Diagram Sheets
- System / Equipment Color Photos

In addition, the Contractor shall develop initial training materials and documentation to support operator PMA

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training. The development requirements outlined above will apply.

3.3 Test Event Support

The Contractor shall provide technical support to NSW PC Code A21 in support of RAMICS Test Events. Estimate that 1-2 significant program tests (1 week duration each), and 1 major program test (3 weeks duration) will be conducted during each base or award period. Contractor support will include monitoring testing, conducting independent analysis, collecting and analyzing data, supporting NSW PC analysis and developing test documentation. Overtime is anticipated for each significant and major test event to support data consolidation, back-up, and analysis. The Contractor shall provide technical documentation outlining the results of any analyses conducted. NSW PC Support Codes will provide the primary materials support to the testing; however, on an emergency basis, the Contractor shall supply parts and equipment necessary to support RAMICS testing and analysis. This amount shall not exceed during each base or award period. These supplies will be used to: (1) repair and support the RAMICS and associated components during testing; (2) packaging and shipment of failed and replacement components; and (3) replace or upgrade laboratory facilities or stock (zip disks, videotapes, camera film, etc.).

Ground Truth Support. The contractor shall provide the equipment, capability and resources to support the development of a method of establishing the precision ground truth of the RAMICS system as needed to support a test event, to be held at Lake Glendora, In, starting on or around 20 Oct 08, and ending 16 Dec 08. The contractor shall develop a three part approach to meeting the Navy's need. The three parts shall be:

1) In-field LLA Position survey: The contractor shall develop and conduct an infield positional survey of the RAMICS system (TS sensor) when operational to an accuracy of 2cmrms. The contractor shall specify the time required to perform the survey as part of the provided survey procedure.

2) Static Estimate of LOS Sensors position 7 Orientation: The contractor shall develop and provide the test procedure, estimation accuracy predictions, a stand-alone computer application and checkout, testing, training of on-site government personnel to output the LLA position and NED to LOS orientation of the RAMICS system during the test event.

3) Precision Estimates of Positions & Pointing Vectors: The contractor shall provide oversight post processing of collected ground truth data in support of the test event to output required LLA, relative positions of sensor to target fiducials and unit vectors from LOS sensor to each target fiducial. The government estimates four post processing occurrences to support the LG test event. Estimate that a minimum of 2 weeks of onsite support at lake Glendora, IN will be required to accomplish this tasking. All hardware, software, and support equipment purchased in support of this tasking shall be delivered to the government, to include but not limited to, ground truth equipment, computer work stations, and analysis tools. All data items to include ground truth procedure, analysis tools, user guides, and analysis assessments developed under this tasking shall be delivered in best commercial practice NLT 10 days following the completion of the test event.

4) Pointing Error Analysis Support. The contractor shall provide the equipment, capabilities and resources to develop and perform detailed analysis of collected ground truth data, system meta data, and processed system imagery data to statistically quantify the pointing accuracy of the RAMICS system in support of the LG test event. The end item used in support of this requirement shall be a data analysis tool (RDAT), and included user guide and on-site training.

3.4 Systems Engineering Analysis Tasks

The Contractor shall provide systems engineering/analysis support to NSWPC to investigate and define RAMICS and related OAMCM operational and system parameters. Specific tasking could include: analysis and correlation of the proposed SD&D system design with baseline Government documentation, statistical analysis of tactical scenarios, clarification of equipment or platform interfaces, and research into operational concepts and definitions. Additionally, the Contractor shall assist NSWPC in the development and definition of the Government-Furnished Equipment (GFE) components of the RAMICS system. It is anticipated that several white papers will be generated as a result of this research and analysis. The Contractor shall provide technical documentation outlining the results of any analyses conducted.

The Contractor shall also provide analyses and assessments on issues related to RAMICS target acquisition and

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tracking, weapon pointing and operation, and engagement effectiveness analysis. Specific tasking could include: support to Government review and analysis of the RAMICS design and operation as it relates to target tracking, assessment, and engagement; support to Government review and evaluation of contractor plans for system integration, test, and/or analysis of integration and test results; support to Government participation in RAMICS technical and/or program status reviews; or support to planning and analysis activities related to Government test and evaluation of the RAMICS system.

3.5 Integrated Logistics Support (ILS) Support

The Contractor shall provide technical support to NSWC PC Code A21 in providing programmatic and ILS oversight and tracking of the RAMICS Contractor and Contract. Specific support could include: review of Contractor Level of Repair Analysis (LORA) and Failure Modes and Effects Criticality Analysis (FMECA), conduct of independent ILS assessments and analyses, and verification of ILS data using RAPTOR. Results of ILS analyses will be delivered in the form of technical memorandum on an as required basis (estimate bimonthly).

3.6 Travel

The Contractor shall be required to travel to Washington, DC, Melbourne, FL or to alternate OAMCM site locations. Potential OAMCM site locations include: Tucson, AZ; Phoenix, AZ; Valencia, CA; Owego, NY; Patuxent River, MD; Stratford, CT; Norfolk, VA; Dahlgren, VA; Reston, VA, Mechanicsburg, PA, St. Louis, MO, Newport, RI; Corpus Christi, TX; or Crane, IN. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than those specified above without the expressed written consent of the Contracting Officer.

3.7 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured.

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide the contractor with all documentation as required. All GFI shall be returned at the completion of this task order.

5.0 DELIVERIES

All data deliveries will be submitted in accordance with the attached Contract Data Requirements List (CDRL), DD 1423.

Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless properly encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from the date of award for one year after award. Four (4) followon award terms may be executed for satisfactory performance at the Government's discretion.

7.0 SECURITY

The Contractor will be required to access classified information up to, and including SECRET, under this task order. Documents generated under this task order may be classified up to and including CONFIDENTIAL. Provisions of the attached DD Form 254 apply.

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8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall be marked with the following Distribution Limitation Statement. Existing logs, files, or documentation maintained need not be marked.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO PEO(LMW) PMS 495.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

9.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising, or any other proposed public release. The Contractor shall provide adequate physical protection of such information so as to preclude access to by any person or entity not authorized such access.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner, if required, to correct less than satisfactory performance.

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SECTION D PACKAGING AND MARKING

The clauses in Section D of the basic MAC document apply.

All hardware shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City, FL 32407

FOB: Destination

All technical data shall be delivered in accordance with the attached Contract Data Requirements List (DD Forms (s) 1423-2).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center
Panama City, Florida

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SECTION F DELIVERABLES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The base period of performance shall be from date of award through 12 Months. The final award term has been exercised and will expire 09/30/2011.

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT SPECIALIST

Wanda Cutchin B31
 Naval Surface Warfare Center Panama City
 110 Vernon Avenue
 Panama City, FL 32407
wanda.cutchin@navy.mil
 850-636-6140

TASK ORDER MANAGER

Bobby Burt, Code A21
 Naval Surface Warfare Center Panama City
 110 Vernon Avenue
 Panama City, FL 32407
bobby.burt@navy.mil

INVOICING INSTRUCTIONS

In accordance with the DCAA memorandum dated February 6, 2002, ARINC Engineering Services, LLC has received authorization for direct submission of public vouchers. Invoicing instructions are specified in the basic contract. ARINC shall submit their public vouchers electronically to their cognizant DFAS Office, using Wide Area Work Flow (WAWF) or other DFAS approved electronic systems. An informational copy must be provided to the Task Order Manager and the Contract Specialist identified in Section G.

Accounting Data

SLINID	PR Number	Amount
100001	62262964	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2T0602246		
300001	62262969	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2T0602246		

BASE Funding

Cumulative Funding

MOD 01

100002	70236560
LLA :	
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2T0702222	

300002	70301001
LLA :	
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2T0702222	

MOD 01 Funding

Cumulative Funding

MOD 02

100003	71573369
LLA :	

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AC AA 1771319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: RCP # N0002407WX13020
AA 1771319 7505 253 SASLM 0 068342 2D 005120 Q24730000010

MOD 02 Funding
Cumulative Funding

MOD 03

100101 72503118
LLA :
AC AA 1771319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: RCP # N0002407WX13020

MOD 03 Funding
Cumulative Funding

MOD 05

300101 72691847
LLA :
AC AA 1771319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002407WX13020

MOD 05 Funding
Cumulative Funding

MOD 07

100102 80451864
LLA :
AD 1781319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002408WX10904 ACRN:AA

MOD 07 Funding
Cumulative Funding

MOD 08

100103 80850142
LLA :
AD 1781319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002408WX10904 ACRN:AA

300102 80850124
LLA :
AD 1781319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002408WX10904 ACRN AA

MOD 08 Funding
Cumulative Funding

MOD 09

100004 81833476
LLA :
AE 1781319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002408WX10904
, Incremental Funding

300003 81833588
LLA :
AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T080MISC
Incremental Funding

300004 81833603
LLA :
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T070PENG
Incremental Funding

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MOD 09 Funding
Cumulative Funding

MOD 11

400001 82481222
LLA :
AH 1781319 M4TH 260 67854 067443 2D C0020A 8RCR8EA617VT
Standard Number: RCP# M9545008RCR8EA6 ACRN:AA
Incremental funding in the amount of

600001 82481239
LLA :
AH 1781319 M4TH 260 67854 067443 2D C0020A 8RCR8EA617VT
Standard Number: RCP# M9545008RCR8EA6 ACRN:AA
Incremental funding in the amount of .

MOD 11 Funding
Cumulative Funding

MOD 12

600002 82673963
LLA :
AE 1781319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002408WX10904 ACRN:AA
Incremental funding in the amount of

600003 82673965
LLA :
AJ 1781319 7505 255 SASLM 0 068342 2D 005120 9A39A000CONO
Standard Number: N0002408RX12929 ACRN:AA
Incremental funding in the amount of

MOD 12 Funding
Cumulative Funding

MOD 13

400002 82985077
LLA :
AH 1781319 M4TH 260 67854 067443 2D C0020A 8RCR8EA617VT
Incremental funding in the amount of

MOD 13 Funding
Cumulative Funding

MOD 14

400003 83228803
LLA :
AK 1791319 7505 253 SASLM 0 068342 2D 005120 Q247300000010

MOD 14 Funding
Cumulative Funding

MOD 15

100005 9014621
LLA :
AL 1791319 7505 253 SASLM 0 068342 2D 005120 Q247300000010
Standard Number: N0002409WX10564 ACRN AA

400004 90146262
LLA :
AL 1791319 7505 253 SASLM 0 068342 2D 005120 Q247300000010
Standard Number: N0002409WX10564 ACRN AA

600004 90146263
LLA :
AL 1791319 7505 253 SASLM 0 068342 2D 005120 Q247300000010
Standard Number: N0002409WX10564 ACRN AA

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MOD 15 Funding
Cumulative Funding

MOD 16

400101 90584501
LLA :
AL 1791319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
Standard Number: N0002409WX10564 ACRN AA

MOD 16 Funding
Cumulative Funding

MOD 17

400102 91835902
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A20900THR

600101 91835904
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A20900THR

MOD 17 Funding
Cumulative Funding

MOD 18

400201 92444210
LLA :
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T0900THR

MOD 18 Funding
Cumulative Funding

MOD 19

400202 92688096
LLA :
AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T090TEST

MOD 19 Funding
Cumulative Funding

MOD 20

400203 01232895
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T101ARIN

MOD 20 Funding
Cumulative Funding

MOD 21

400203 01232895
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2T101ARIN

600101 91835904
LLA :
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A20900THR

MOD 21 Funding
Cumulative Funding

MOD 22 Funding
Cumulative Funding

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MOD 23

400206 12244039

LLA :

AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1711A1040

MOD 23 Funding
Cumulative Funding

MOD 24 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NSWCPC - H05 GOVERNMENT FURNISHED PROPERTY (GFP)

Safeguarding Sensitive Conventional Arms, Ammunition and Explosive

(a) Definition: "Arms, ammunition and explosives (AA&E)," as used in this clause, means those items within the scope of DOD 5100.76-M and OPNAV 5530.

3) Delete the Government Furnished Equipment listed in Section H05 and replace with the following:

NSWC PCD-H05 Government Furnished Equipment (GFE)

The government shall furnish to the contractor the following unclassified GFE and AA&E, related AA&E interface elements/parts, and Secure Storage Shipping AA&E Magazine with High Security padlock for use in connection with this contract. GFE and AA&E items within the scope of DOD 5100.76-M will be safeguarded in accordance with the current edition of DOD 5100.76M and OPNAV 5530, Physical Security Requirements.

Table 1. GFE and AA&E

Nomenclature	Serial Number	Part/NSN	AA&ERisk Category	\$ Value
1. MK44 Mod 1 Gun Receiver Assembly (with Gun Bolt) (AKA: gun Subsystem-2 [GS-2])	9999	1YQE8ASSY 465-5008-2	Category IV (Low Sensitivity)	\$600K
2. MK44 Mod 1 Feeder Assembly (Part of GS-2)	F-0671	465-5100-2	Category IV (Low Sensitivity)	\$150K
3. MK44 Mod 1 Barrel Assembly (Part of GS-2)	0099999-845	3V613ASSY 465-0138	Category IV (Low Sensitivity)	\$60k
4. MK44 Mod 1 Gun Receiver Assembly (with Gun Bolt) (AKA: Gun Subsystems-1[GS-1])	0018	1YQ8ASSY 465-5008-2	Category IV (Low Sensitivity)	\$600k
5. Mk44 Mod 1 Feeder Assembly (Part of GS-1)	F-0135	465-5100-2	Category IV (Low Sensitivity)	\$150K
6. MK44 Mod 1 Barrel Assembly (Part of GS-1)	0099999-0165	3V613ASSY 465-0138	Category IV (Low Sensitivity)	\$60K
7. MK44 Barrel Assembly, Modified (Short Length, Non-tactical, Training Use Only)	H23006	N/A	Category IV (Low Sensitivity)	\$50K
8. Turret Assembly	EMD 0002	799-1100	None	\$500K
9. Turret Assembly	EMD 0001	799-1100	None	\$500K
10. MK44 Mod 1 Gun Assembly Electrical Interface Cables	None	799-9000 Series	None	\$50K
11. Turret Assembly Electrical	None	799-9000 Series	None	\$50K

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Interface Cables				
12. Sensor Pod	0002	N7629801-1	None	\$6M
13. Sensor Pod	0001	N7629801-1	None	\$6M
14. ELMA Chasis/Remote Test Set	TBD	TBD	None	\$50K
15. Support Equipment (e.g., 28V Ni-Cad Batteries; Forklift Adapters, etc.)	TBD	Various	None	\$6K
16. Secure Storage and Shipping Magazine, with High Security Hasp (GSA Approved) (12'L x 8'W x 8'D, Class ABC, 3" Line AA&E Magazine)	1248-01	ARMAG	Type II Magazine	\$16K
17. PGU-16A 30mm Dummy Ammunition (INERT)	DODIC B0099	1305-00-416-5801	Low Risk	9.00/Rd
18. Gun Control Unit (GCU, Rev C)	0013	435-1002-3	None	TBD
19. GCU (Rev C)	0018	435-1002-3	None	TBD
20. Turret Control Unit (TCU)	EMD0002	X60000956	None	TBD
21. TCU	EMD0001	X60000956	None	TBD

(a) The GFE will be shipped on a DD Form 1149 at Government's expense to the Contractor's facility.

(b) Only the GFE listed above, in the quantity shows, will be furnished by the Government. All other property/equipment required for the performance of this contract shall be furnished by the contractor.

(c) The GFE shall be returned to the following address:

Transportation Officer

Naval Support Activity, Panama City Division

Attn: Gim Yee (Code A11, Airborne Detection and Engagement Systems)

Building 100

101 Vernon Avenue

Panama City Beach, FL 32407-7018

Mark for: N00178-04-D-4016-HR06

(d) The contractor shall comply with the physical security standards of the most current edition of the DOD 5100.76M and OPNAV 5530 effective from the date of execution of this modification.

(e) In accordance with DFAR clause 252.223-7007 and DOD 5100.76-M, the Contractor shall allow representatives of the Government and Defense Security Service (DSS) access to prime and subcontractor facilities at all reasonable times for the purpose of conducting security surveys, inspections and investigations necessary for compliance with DOD 5100.76-M, Paragraph C1.3.1.4 and OPNAV 5530, Paragraph 5.j.(1).

(f) Within ten working days of contract modification, the Government Contracting Activity through the DCMA shall provide to the office of the cognizant DSS Industrial Security Office (Attn: Deputy Regional Director for Industrial Security) a copy of this modification or pertinent extract (contract physical security

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requirements) which involves AA&E. The pertinent extract will include a listing of applicable GFE and AA&E. (Ref.: DoD 5100.76M, paragraph C1.3.1.5 and OPNAV 5530, paragraph 5.j(2).)

(g) Within ten working days of contract modification, the Government Contracting Activity through the DCMA the cognizant DSS Industrial Security Office to allow for their execution of required Contractor Facility/Site Pre-award Survey. (Ref.: DoD 5100.76-M, Paragraph C1.3.1.6 and OPNAV 5530, Paragraph 5.j.(3).)

(h) The Government Contracting Activity through the DCMA shall advise the cognizant DSS Regional Director of actions taken by the contractor, subcontractors, and Government Administrative Contracting Officer (ACOs) in response to DSS reported facility/site survey AA&E security deficiencies and recommendations. (Ref.: DoD 5100.76M, Paragraph C1.3.1.9., and OPNAV 5530, Paragraph 5.j.(6).)

(i) See DFARS clause 252.223-7007 in Section I.

ADDENDUM TO H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

The following requirements are imposed in addition to the requirements listed under H7 of the basic contract.

(a) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(e) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided herein) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

(f) Requests for post award approval of additional and/or replacement key personnel may be submitted via email. E-mail submissions shall be made simultaneously to the Contract Specialist [*] and the Task Order Manager (TOM) [*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(g) Key Personnel – Desired Qualifications

To perform the requirements of the Statement of Work, the Government desires Key Personnel with the following

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qualifications:

HERE IS WHERE YOU WILL LIST YOUR QUALS

(h) Resume Format

All resumes submitted under this contract shall be provided in the following format.

(1) COMPLETE NAME

(2) CONTRACT LABOR CATEGORY

(3) CONTRACTOR'S LABOR CATEGORY

(4) CURRENT EMPLOYER

(5) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(6) LEVEL OF SECURITY CLEARANCE

(7) CURRENT WORK LOCATION

(8) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(9) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION – Show all post-secondary as follows:

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Degree(s), Date(s); Major/Minor

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSW CDD Solicitation/Contract N00178-04-D-3093 by Bowhead Information Technology Services and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communications between the TOM and the contractor's program management personnel. However, written technical instructions may be issued at the TOM's discretion. Technical instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM believes is particularly important. Technical instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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SECTION I CONTRACT CLAUSES

APPLICABLE CONTRACT CLAUSES ARE IN SECTION I OF THE BASIC CONTRACT. THE FOLLOWING CLAUSE WILL BE IN ADDITION TO THE BASIC CONTRACT.

FAR CLAUSE 52.222-2 PAYMENT FOR OVERTIME PREMIUMS.

DFARS CLAUSE 252.223-7007 (SEP 1999) SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) *Definition.* "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
See Section H for listing		

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A- Contract Data Requirements List (CDRLS), DD Form 1423, 8 pages, dated 7 Jul 06

Attachment 1- Contract Security Classification Specification (DD Form 254), 4 pages dated 26 Sep 06