

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 18-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. 02224788	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 elouise.bryant@navy.mil 850-234-4079	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 Engineering Services, LLC 2551 Riva Road Annapolis MD 21401		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-HR07
		10B. DATED (SEE ITEM 13) 09-Nov-2006
CAGE CODE 1WAV4	FACILITY CODE 075916762	

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)
SEE SECTION G

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.
<input type="checkbox"/>	
<input 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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 LIMITATION OF FUNDS
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] 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	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Joan R Troutman (Signature of Contracting Officer)	18-Aug-2010

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GENERAL INFORMATION

MODIFICATION 23 AUTHORITY: FAR 52.232-22 LIMITATION OF FUNDS

The purpose of this modification is to obligate incremental funds. Accordingly said, Task Order is modified as follows:

A. Incremental funding in the amount of obligated to SubClins 400103 and 400104 for this task order.

In section B of the task order, informational line items 400103 and 400104 are added as follows:

400103 ACRN: AQ PR NUMBER: 02224788 Increase

400104 ACRN: AR PR NUMBER: 02224789 Increase

B. In section G of the task order under ACCOUNTING AND APPROPRIATION DATA,

ACRN AQ and AR is added as follows:

400103 ACRN: AQ PR NUMBER: 02224788 IncreaseLLA:
1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010

400104 ACRN: AR PR NUMBER: 02224789 IncreaseLLA:
97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U0902303

For funding documentation purposes only; the Direct Cite Document number and associated ACRN for SubClin 400103 is N0002410WX10550 ACRN: AA.

C. As a result of the above, the total funded amount for CLIN 4001 is increased from by to

	From	By	To
Funded Estimated Cost	_____	_____	_____
Funded Fixed Fee			
Funded Total			

D. Except as provided by this Task Order modification, all terms and conditions of this task order remain unchanged and in full force and effect.

The total amount of funds obligated to the task is hereby increased by from

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400103	RDT&E			
400104	OPN			

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The total value of the order is hereby increased by from to

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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	Technical services in support of the oversight of the Block I Spiral B, Block II and Block III versions of the Coastal Battlefield Reconnaissance & Analysis (COBRA) program in accordance with the Statement of Work in Section C, Contract Data Requirements List (CDRL) and DD Form 254. This is the Base Year CLIN and is good from contract award through one (1) year thereafter. (RDT&E)	11190.0	LH			
100001	Incremental funding of (RDT&E)					
100002	Incremental funding of (RDT&E)					
100003	Incremental funding of (RDT&E)					
1001	Technical services in support of the oversight of the Block I Spiral B, Block II and Block III versions of the Coastal Battlefield Reconnaissance & Analysis (COBRA) program in accordance with the Statement of	11190.0	LH			

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Work in Secion C,
Contract Data
Requirments List
(CDRL) and DD
Form 254. CLIN
1001 is from the
end of the base
year (1000)
through one year
thereafter. (TBD)

100101 Incremental
funding in the
amount of
. PR
number 80638686
(TBD)

100102 Incremental
funding in the
amount of
PR
number 82491564
(TBD)

100103 Incremental
funding in the
amount of
PR
number 82491565
(TBD)

100104 (TBD)

1002 Technical 11190.0 LH
services in
support of the
oversight of the
Block I Spiral B,
Block II and
Block III
versions of the
Coastal
Battlefield
Reconnaissance &
Analysis (COBRA)
program in
accordance with
the Statement of
Work in Secion C,
Contract Data
Requirments List
(CDRL) and DD
Form 254. CLIN
1002 is from the
end of award term
1001 through one
(1) year
thereafter. (TBD)

100201 Funding in the
amount of
for ABS,
PE, ILS, Test
Suuport. (RDT&E)

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100202 Funding in the amount of is provided for COBRA contract support (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	Other direct costs required to perform the effort under CLIN 1000 include for material and for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (RDT&E)		1.0 Lot	
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300001	Incremental funding to fund the ODC's for the base year. (RDT&E)			
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3001	Other direct costs required to perform the effort under CLIN 1001 include for material and for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (RDT&E)		1.0 Lot	
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300101	Incremental funding of (RDT&E)			
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300102	Incremental funding of (RDT&E)			
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3002	Other direct		1.0 Lot	
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costs required to perform the effort under CLIN 1002 include for material and for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (TBD)

300201

Incremental
Funding for ODC
(RDT&E)

300202

Incremental
funding for COBRA
ODC support
(RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Technical services in support of the oversight of the Block I Spiral B, Block II and Block III versions of the Coastal Battlefield Reconnaissance & Analysis (COBRA) program in accordance with the Statement of Work in Section C, Contract Data Requirments List (CDRL) and DD Form 254. CLIN 4000 is from the end of award term 1002 through one (1) year thereafter.		LH	11190.0		

400001 PR # 92383561

(RDT&E)

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400002 PR # 92383557

(RDT&E)

400003 PR # 93525589 \$

(RDT&E)

400004 PR # 93515486 \$

(RDT&E)

400005 PR # 93575926 \$

(O&MN,N)

400006 PR # 00341348 \$

(O&MN,N)

400007 PR # 00705423 \$

(RDT&E)

4001 Technical 11190.0 LH

services in support of the oversight of the Block I Spiral B, Block II and Block III versions of the Coastal Battlefield Reconnaissance & Analysis (COBRA) program in accordance with the Statement of Work in Section C, Contract Data Requirements List (CDRL) and DD Form 254. CLIN 4001 is from the end of award term 4000 through one (1) year thereafter.
(RDT&E)

400101 PR# 01101381

(O&MN,N)

400102 PR# 01972026

(O&MN,N)

400103 PR# 02224788

(RDT&E)

400104 PR# 02224789

(OPN)

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other direct costs required to perform the effort under CLIN 4000 include for material and for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (RDT&E)	1.0	Lot	\$
600001	PR#92383565 (RDT&E)			
600002	PR # 93525591 (RDT&E)			
600003	PR # 00351460 (O&MN,N)			
600004	PR # 00705423 (RDT&E)			
600005	PR # 00826452 (RDT&E)			
600006	PR # 01101349 (O&MN,N)			
6001	Other direct costs required to perform the effort under CLIN 4001 include for material and for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (RDT&E)	1.0	Lot	

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600101 PR# 01101364

(O&MN, N)

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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

COASTAL BATTLEFIELD RECONNAISSANCE & ANALYSIS (COBRA) SYSTEM

PROGRAM SUPPORT

11 December 2008

1.0 SCOPE

This Statement of Work describes the efforts required by the contractor to assist in program related activities, processes and products for the Coastal Battlefield Reconnaissance Analysis (COBRA) program and Assault Breaching Systems (ABS). The Naval Surface Warfare Center Panama City (NSWC PC) has been designated by the United States Navy, Program Management Office, Mine Warfare (PMS -495) within the PEO for Littoral and Mine Warfare (LMW), Naval Sea Systems Command as the Technical Direction Agent (TDA) for the COBRA and ABS programs. This Statement of Work is for the program management, systems and industrial engineering, acquisition, integrated logistics support analyses and testing efforts required to support the TDA in oversight of the Block I Spiral B, Block II and Block III versions of the COBRA and ABS programs. The Contractor shall provide those non-personal technical services to perform the tasks identified in the following paragraphs.

2.0 APPLICABLE DOCUMENTS

The following specifications, standards, and handbooks form a part of this SOW to the extent cited herein. In the event of conflicts between the documents referenced herein, and the contents of this SOW, the SOW shall supersede. The Contractor may voluntarily choose to use military specifications and standards in the execution of the contract or in establishing requirements for their Subcontractors.

2.1 Military Standards The contractor will require access to proprietary information and as such will be required to obtain a Non-Disclosure Agreement, no later than 30 days after award, with Northrop Grumman Integrated Systems, Melbourne, FL and their prime sub-contractors, Areté Associates, Apogen Technologies, L3 Sonoma EO, and Northrop Grumman Unmanned Systems, Rancho Benardo, CA.

MIL-STD-129	Guidance	DoD Standard Practice for Military Packaging
MIL-STD-130	Guidance	Marking for Shipment and Storage

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2.2 Military Specifications

MIL-PRF-28000	Guidance	Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols
MIL-PRF-28003	Guidance	Digital Representation for Communication of Illustration Data: CGM Application Profile
MIL-PRF-49506	Guidance	Logistics Management Information
MIL-PRF-28002	Guidance	Performance Specification, Raster Graphics Representation in Binary Format, Requirements For
MIL-DTL-31000	Guidance	Technical Data Packages
MIL-M-85025(AS)	Guidance	Manuals, NATOPS Flight, Requirements for Preparation of
MIL-PRF-29612	Guidance	Training Data Products
MIL-DTL-24784/4B (SH)	Guidance	Commercial Off-The-Shelf Equipment Manual Requirements

2.3 Other Documents

MIL-HDBK-61	Guidance	Configuration Management Guidance
MIL-HDBK-502	Guidance	Acquisition Logistics
NSWCCSS Specification No. CSS-01-0001-5 June 2003, Rev F	Invoked	Prime Item Development Specification for the Coastal Battlefield and Reconnaissance (COBRA) System
OPNAVINST 1500.73	Guidance	Development and Management of Interactive Courseware for Navy Training
COMNAVAIRFOR INST 4790.2	Guidance	Naval Aviation Maintenance Program (NAMP) Mandatory Procedures for MDAPs and MAIS Acquisition Programs – Earned Value Management Systems Criteria
DoD Directive 5000.2, App VI	Guidance	Mandatory Procedures & Reporting Development and Management of

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DODINST 1322.20	Guidance	Interactive Courseware (ICW) for Military Training
NAMTRAGRU 1540	Guidance	Training Specification Manual
TMCR No. NDMS-PCS1LE-000 dated 09 July 2008	Guidance	S1000D Technical Manual Contract Requirements
SECNAVINST 5000.2	Invoked	DON Policy on Digital Product/Technical Data
NSWCSS Contract: N61331-01-C-0037 Contract Attachment 1A	Guidance	COBRA Block I Spiral B Statement of Work, dated 13 Sept. 2005.
DoD 2030.8	Guidance	Trade Security Controls on DoD Excess and Surplus Personal Property
DoD 4160.21	Guidance	Materiel Disposition Manual
DoD 4160.21-M-1	Guidance	Defense Demilitarization and Trade Security Controls Manual
NAVAIR Instruction 4081.1	Guidance	Policy for Acquisition Logistics Support Plan (ALSP)
COMNAVAIRFORINST 4790.2	Guidance	Maintenance Plan Program
OPNAVINST 3710.7	Guidance	NATOPS General Flight and Operating Instructions

3.0 REQUIREMENTS

3.1 Programmatic Support

3.1.1 Kick-Off Meeting

The Contractor shall coordinate and conduct a SOW kick-off meeting within 10 working days of the award of the delivery order to review the SOW and Contract Data Requirements List (CDRL) requirements for this order. The Contractor shall provide a Microsoft Project Gantt Chart printout (hard copy) showing all milestones and 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.

3.1.2 Weekly Meetings

The Contractor shall attend weekly COBRA meetings to report on the status of ongoing tasking. The

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meeting schedule will be developed by NSWC PC, Code A25; however, meetings will normally be held the second work day of the week. The Contractor shall provide input at the meeting and assist NSWC PC personnel in the development of summary weekly highlights report, developed from weekly meeting/individual team inputs. The Weekly Highlights Report must be ready for distribution, via e-mail, to all project members and line management by 1200 hours on the third workday of the week. Attached to the Weekly Highlights Report 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 format and shall include storage of a digital copy in the COBRA electronic Data Management System(DMS).

Contractor support might also be required to support coordination and hosting of program meetings via telephone conference or online meetings via WebEx or other net meeting methods. Approximately \$2000 will be required for associated communications costs during each base or award period. 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 Program Meetings

The contractor shall provide support to program reviews, interface meetings, technical interchange meetings, In Process Reviews, etc at NSWC PC, the Program Office, or Contractor Facilities. This support will include: 1) record and translate written notes and prepare out brief packages; and 2) assist in writing the Program Review report, as required. A contractor supplied laptop with MS Word, MS PowerPoint, MS Excel and MS Project will be required to support the effort. For these meetings, the contractor may be required to travel to Washington, D.C., Melbourne, FL, Santa Rosa, CA, San Diego, CA, and Patuxent River, MD. (travel estimates are in section 3.9):

3.1.4 Data Management System

The Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected programmatic documentation. The Contractor shall maintain and update the current DMS for the COBRA program to store electronic media and hard copy program data. Support of the current DMS will include maintenance of a baseline DMS tracking program with a customized filing structure and keyword search capability. Estimated bi-monthly updates.

The contractor shall develop an unclassified secure (i.e. https://) electronic DMS for storage and maintenance of COBRA programmatic documentation. The contractor will design, construct, deploy, maintain, and update a digital library database system involving 1) transferring existing library indexing information from the current DMS system, 2) establishing a web server computer system to be maintained at the contractor's facility, and 3) incorporating user interfaces to support database and user task to smoothly integrate services including uploading/downloading and search capabilities. Library material shall be assessable in multiple ways (e.g. search by type, date, author, subject, keyword, etc.) Estimated bi-weekly updates.

The Contractor shall transfer and update data to the COBRA electronic DMS. Documents will include: 1. Monthly Status Reports (MSRs) 2) Trip Reports 3) Major Reviews Minutes, 4) Briefing Material, etc. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e-mail, fax, local guard mail, commercial carrier or hand delivery. In the performance of this task 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 transfers.

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3.1.5 Presentation Material Support

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 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, program budgets, 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 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 CD-ROM disks, four color copies, and ten (10) sets of hard copies for each presentation. In addition, the contractor shall also support the development of other multi-media presentation materials for program events such as static displays and conferences. Approximately \$2,000 in miscellaneous materials (transparency or high gloss paper, color ink cartridges, CD's, sheet protectors, matting, etc.) will be required for presentation development during each base or award period. Development of briefing materials will be stored in the COBRA electronic DMS.

3.1.6 Master Schedule Tracking

The Contractor shall prepare and maintain a Master Task Schedule for the COBRA Program. These charts will document ongoing program tasks, milestones, and issues for both the top -level program and the subset functional areas. The Contractor shall develop a method of tracking the progress of each task that will be approved by the Program Manager and shall update the schedule or develop new schedules as required (estimate bi-monthly). The Government will provide input in Microsoft Project as well as hard copy and/or verbal input. Printout will be required to reflect different data calls such as; all tasks for the fiscal year, NSWC PC tasks for the fiscal year, CDRL delivery and review requirements, etc. Deliverables shall include one color hard copy or plot.

3.1.7 Program Sponsor Support

The Contractor shall support NSWC PC in the development of inputs to support PMS495, the AMCM Program Sponsor, and required programmatic inputs for NSWC PC management. Support shall include assistance in documentation, maintenance, organization, and tracking of project funding documents, financial reports, Spend Plans, Project Work Plans, Task Cost Estimates, Job Order Number (JON) lists, and contract status management. Financial documentation updates will be delivered in the form of charts and diagrams on an as required basis (estimate bi monthly). Support shall also include assistance in documentation development and reporting on program acquisition planning and strategy, Milestone Status, Milestone Documents, POM inputs, and WBS financial tracking. The contractor shall review documentation for Quality Control.

3.2 Engineering and Test and Evaluation (T&E) Support

3.2.1 Test Event Support The Contractor shall provide technical support to NSWC PC in support of COBRA Test Events. Estimate that 2 major program tests (1 month duration each) will be conducted during each base or award period. Contractor test support will include setup, maintenance and removal of inert mine targets used during testing. Support will also include monitoring testing, conducting independent analysis, collecting and analyzing data, supporting NSWC PC analysis and developing test documentation. Testing locations are to include: NSWC PC, Eglin Air Force Base, Camp Pendleton, and Patuxent River, MD. Testing at Camp Pendleton and Patuxent River, MD will be in subsequent award years. (travel estimates are in section 3.9)

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3.2.2 Test Documentation

The Contractor shall provide T&E support to NSWC PC during COBRA system testing phases. Support shall encompass assistance with test plan development, test documentation including Flight Briefs, Test Logs, Mission Summaries, and test schedules. The contractor shall assist in the preparation of reports documenting test results. Reports shall include quick-look summaries, including daily situational reports, and final reports for each test. Support shall include collecting source material from team members, electronic preparation, editing, copying, and distribution of finalized test reports. It is estimated 20 copies of the final test reports shall require preparation.

3.2.3 Test Material Procurement

NSWC 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 COBRA testing and analysis. This amount shall not exceed \$7,500 during each base or award period. These supplies will be used to: (1) repair and support COBRA equipment and associated components during testing, including fabrication and procurement of spare parts and target refurbishment; (2) packaging and shipment of failed and replacement components; and (3) replace or upgrade laboratory facilities or stock (zip disks, videotapes, camera film, etc.).

3.3 COBRA Acquisition Logistics Support Plans

3.3.1 Acquisition Logistics Support Plans and Maintenance Plan

The Contractor shall update existing COBRA 1) Acquisition Logistics Support Plans (ALSP). The following Government Furnished Information (GFI) will be provided for inclusion in the ALSP: Human Systems Integration Plan (HSIP), Navy Training System Plan (NTSP), Failure Modes Effects and Criticality Analysis (FMECA), Level Of Repair Analysis (LORA), Reliability and Maintainability (R&M) data, and Logistics Management Information (LMI) summaries. 2) The Contractor shall develop and/or update existing Maintenance Plan (MP) and COBRA Appendix to the PMS495 Performance -Based Logistics (PBL) Plan using Government comments and source data received from the original equipment manufacturer (OEM) for these documents. All documents will be updated in three stages: an initial draft, updated draft, and a final submission. Initial draft will have NSWC PC comments incorporated. Contractor has 15 business days from receipt of Government comments to update and deliver updated draft. Government comments of the draft will be used to update and release final submission. A final submission will be provided to NSWC PC.

3.3.2 Users Logistics Support Plan

The Contractor shall, within 90 days prior to deployment, update the Users Logistics Support Plan (ULSS). The ULSS will be submitted in three stages: initial, updated draft, and final, using the same review cycle procedures and timeframes as outlined above.

3.3.3 Maintenance Plan Review

The Contractor shall participate in a government-hosted Maintenance Plan review with OEM, fleet users, and PMS 495 representatives at the contractor's facility. The Contractor shall provide a technical representative and a person to take meeting minutes for this review. Additionally, the Contractor shall provide a dial-in capability for off-site reviewer participation, as required.

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3.3.4 Work Unit Code

The Contractor shall attend a Work Unit Code (WUC) assignment meeting hosted by NSWC PC.

3.3.5 ILS POA&M

The Contractor shall maintain current ILS POA&M schedule.

3.4 Systems/Industrial Engineering Analysis Tasks

The Contractor shall provide systems and industrial engineering/analysis support to NSWC PC to investigate and define COBRA operational and system/production parameters. Specific tasking could include: analysis and correlation of the proposed production system design with baseline Government documentation, statistical analysis of tactical scenarios, independent analysis and assessment of industrial engineering and quality process and practice application; development and tracking of production -related vendor performance metrics; participation in joint government and industry technical coordination, and design review meetings; oversight of both Prime Contractor and Government Lean and Six Sigma initiatives; participation in physical configuration audits (PCAs) for system components; and clarification of equipment or platform interfaces. 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.

3.5 Naval Aviation Training and Operating Procedures Standardization (NATOPS) Procedures

The Contractor shall update existing Naval Aviation Training and Operating Procedures Standardization (NATOPS) procedures for a COBRA Mission Supplement. The Contractor shall update the NATOPS procedures using Microsoft Word and MIL-M-85025A (AS) and OPNAVINST 3710.7T. Contractor must obtain Government approval for modifying the NATOPS procedures style and format prior to the updating of procedures. The Contractor shall host a kickoff meeting and 50% In -Process Review (IPR) for the Mission Supplement, with OEM, fleet users, PMS 495, and VTUAV Model Manager for NATOPS representatives. Contractor and Government shall perform Validation and Verification (V/V) of all NATOPS procedures initially as a desktop V/V. Subsequent V/V will be performed using Government Furnished Equipment (GFE) including: VTUAV and all Support Equipment (SE), as required. The Contractor shall propose a schedule of NATOPS procedures delivery dates for Government approval.

3.6 Support Equipment Requirements Data (SERD) Sheets

The Contractor shall develop and/or update Support Equipment Requirements Data (SERD) sheets as required for all items of support equipment required for operating and maintaining the COBRA system at the organizational maintenance level. The SERDs shall be developed and/or update from engineering source data provided as Government Furnished Information (GFI). The Contractor shall propose a schedule of SERDs delivery dates for Government approval.

3.7 Integrated Logistics Support (ILS) Support

3.7.1 COBRA Logistics Deliverables

The contractor shall develop, update and/or provide comments on the following COBRA logistics

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deliverables:

- Electronic Technical Manuals (ETM)
- S1000D IETM
- Training curriculum
- Maintenance Plans
- Maintainability Demo Plan (M-Demo)
- Source Data to VTUAV NATOPS
- Naval Training System Plan (NTSP) · Support Equipment Recommendation Data (SERD) Summary · Periodic Maintenance Requirements Manual (PMRM) · LMI summaries · Reliability Maintainability and Availability Program Plan (RMAPP) · Level of Repair Analysis (LORA) · Facilities Requirements Document (FRD) · Failure Mode Effects and Criticality Analysis (FMECA) · Provisioning Technical Documentation (PTD) and Supply Support · UID Implementation Plan · DMSMS Plan · Logistics Requirements Funding Summary (LRFS) for Block I Spiral B, Block II and Block III · Human System Integration (HSI) Plan · OEM Hazardous Material Management Plan (HMMP) · OEM System Safety Program Plan (SSPP) · OEM Configuration Management Plan · OEM Packaging Management Plan · Maintenance Support Plan · Other OEM deliverables · Programmatic Environmental, Safety and Health Evaluation (PESHE) The contractor will assist in the tracking of comments and action items resulting from Logistics In Process Reviews (IPRs) of the various logistics deliverables.

3.7.2 ILS meetings The Contractor shall provide support for the following ILS meetings: · Program Level IPRs · Quarterly Program Review (QPR) · Integrated Logistics Support Management Team (ILSMT) meetings · Training Working Group meeting · VTUAV/COBRA Integration Meetings · In -Process Meetings for ETM & Training and S1000D Data Modules

- Maintenance Planning Working Group

3.7.3 Electronic Technical Manual

The contractor shall develop and update support required for Electronic Technical Manual (ETM) and Training curriculum maintenance includes change management for Blocks I, II and III in the form of Technical Publication Discrepancy Reports (TPDRs), Publication Change Directives (PCD), ECPs, and changes from test events, etc. The Contractor shall attend In -Process Reviews (IPRs) (30, 60%, 90% and Validation/Verification for ETM and 50% and 100% for training) and update ETM and Training with Technical Manual Evaluation Records (TMERs) or Training Discrepancies recorded during the IPRs. The Contractor shall make CDs of the final deliverable copies of the IETMs and training (if required) and prepare for distribution. Contractor shall be responsible for maintaining Commercial -Off-The-Shelf (COTS) manuals and obtaining copyright permissions to use said manuals in the IETM, if necessary. Contractor shall be responsible for review of ECPs to ascertain the dollar value of change to be performed on the IETMs and training. The contractor will be required to develop the ETM into a S1000D formatted Interactive Electronic Technical Manual (IETM) in accordance with Government furnished Business Rules

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and TMCR before Initial Operational Capability (IOC). The contractor will be required to have 30, 60 and 90 percent completion IPRs for the evaluation of their data modules and Validation and Verification of the IETM upon completion of the IPRs.

3.7.4 Meeting Support

This support will require preparation of briefing materials, recording meeting minutes, and preparing and tracking action items, as required. Additionally providing technical input will be required for some meetings. Four trips per year to Melbourne, FL will be required to support the above meetings.

3.7.5 ILS Document Preparation

The Contractor shall prepare documentation for major milestone support, including Independent Logistics Assessment (ILA), Milestone C decision, Initial Operation Capability (IOC), Ready for Training (RFT) Date, and Test Readiness Reviews. This documentation will include preparing power point presentations.

3.7.6 Training

The Contractor shall provide the appropriate number of instructors to conduct Developmental Test, Operational Test, and CADRE training courses for Maintenance, Payload Operator and PMA Operator training. Each COBRA training course shall accommodate a total of 12 students in each class and be taught at a site consistent with the phase of testing (contractor facility, Patuxent River, Panama City, or test site) as agreed to by the Government. The Contractor shall provide trainee critique sheets after each training event. Training events will be in subsequent award years.

3.8 Platform Integration Support

The Contractor shall participate in VTUAV meetings and briefs as required, and provide any impact statements or logistics concerns to the COBRA Logistician. The Contractor will provide ETM source data for the configuration of the COBRA System onto the VTUAV to the cognizant activity.

3.9 Status Reports

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.

3.10 Travel

For the purpose of estimating assume the following travel requirements each year for the period of performance:

4 – 3 day trips for 2 person from Panama City, FL to Washington, DC

8 – 3 day trips for 2 people from Panama City, FL to Melbourne, FL

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3– 3 day trips for 2 people from Panama City, FL to Patuxent River, MD

3 –3 day trips for 1 person from Panama City, FL to Santa Rosa, CA

4 –3 day trips for 2 person from Panama City, FL to San Diego, CA

1 – 30 day trip for 2 people from Panama City, FL to Camp Pendleton, CA

1 – 30 day trip for 2 people from Panama City, FL to Patuxent River, MD

2 - 3 day trips for 2 people from Panama City FL to St Louis, MO

2 - 3 day trips for 2 people from Panama City FL to Orlando, FL

2 - 3 day trips for 2 people from Panama City FL to Mesa, AZ

2 - 3 day trips for 2 people from Panama City FL to Bohemia, NY

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 those one of those specified above without the expressed written consent of the Contracting Officer.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI) The Government will provide the following GFI no later than 5 days after contract award. Additional GFI in the form of programmatic documentation, scheduling information, and program milestones information will be provided throughout the task order period of performance. All GFI shall be returned to the Government at the completion of this contract.

- 1)Capability Production Document (CPD)
- 2)Test and Evaluation Master Plan (TEMP)
- 3)Program and Logistics milestone schedule
- 4)Systems Engineering Management Plan (SEMP)
- 5)Logistics Supportability / LMI Summaries
- 6)Human Systems Integration Plan (HSIP)
- 7)Acquisition Logistics Support Plan (ALSP)
- 8)S1000D Business Rules and TMCR

5.0 DELIVERABLES

All data deliverables shall be in accordance with the schedule as specified in the attached Contract Data Requirements List, DD Form 1423.

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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 web server or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance for the base year will be from date of award through twelve (12) months from the effective date of award. There will be four award term options should the basic SEAPORTE contract be extended for satisfactory performance.

7.0 SECURITY

The contractor will require access to information Classified up to SECRET. Documents generated under this task order may be CLASSIFIED up to and including SECRET. Provisions of the attached DD Form 254 apply.

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 with the markings thereon. All other information relating to the items to be delivered or services to be performed under this contract shall not be disclosed by any means without prior written 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 such other persons or entities; publication of scientific or technical papers, advertising or any other proposed public release. The Contractor shall provide adequate protection to such information so as to preclude access by any person or entity not authorized by the Government.

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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.

Place of Delivery:

All hardware shall be delivered to:

NAVAL SUPPORT ACTIVITY PANAMA CITY
ATTN: RECEIVING OFFICER
100 VERNON AVENUE
PANAMA CITY BEACH FL 32407-7018
FOB: DESTINATION

Technical data to be submitted in accordance with the DD Form(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 period of performance is from 9 November 2006 to 22 April 2011.

Unsatisfactory performance could be cause for not awarding the additional performance period.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
Elouise A. Bryant
Naval Surface Warfare Center
110 Vernon Ave.
Panama City, FL 32407
elouise.bryant@navy.mil
850-234-4079

Task Order Manager (TOM)
Kerline Elisca, Code A15
Naval Surface Warfare Center
110 Vernon Ave.
Panama City, FL 32407
kerline.elisca@navy.mil
850-230-7475

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	63066259	
LLA :		
AA 1771319 74NV 253 SASLM 0 068342 2D 005120 Q2131000010		
RCP# N0002407WX11314		
300001	63066283	
LLA :		
AA 1771319 74NV 253 SASLM 0 068342 2D 005120 Q2131000010		
RCP# N0002407WX11314		
BASE Funding		
Cumulative Funding		
MOD 01		
100002	72421237	
LLA :		
AB 97X4930 NH1E 000 777777 0 000178 2F 000000 31A2U0701304		
100003	72492532	
LLA :		
AC 1771319 74NV 253 SASLM 0 068342 2D 005120 Q2131000010		
Standard Number: RCP # N0002407WX11641		

MOD 01 Funding
Cumulative Funding

MOD 03

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300101 73348269
 LLA :
 AD 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: RCP # N0002408WX10507 ACRN AA

MOD 03 Funding
 Cumulative Funding

MOD 04

100101 80638686
 LLA :
 AD 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: RCP # N0002408WX10507 ACRN AA

300102 80638702
 LLA :
 AE 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: RCP # N0002408WX10622 ACRN AA

MOD 04 Funding
 Cumulative Funding

MOD 06

100102 82491564
 LLA :
 AF 97X4930 NH1D 000 777777 0 061331 2F 000000 31A2U0801303
 Incremental funding in the amount of . PR number 82491564

100103 82491565
 LLA :
 AE 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: RCP # N0002408WX10622 ACRN AA
 Incremental funding in the amount of PR number 82491565

MOD 06 Funding
 Cumulative Funding

MOD 08

100201 83472973
 LLA :
 AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U0901332
 Standard Number: 0181878

MOD 08 Funding
 Cumulative Funding

MOD 09

300201 90291241
 LLA :
 AH 1791319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N00024909WX10558 ACRN AA

MOD 09 Funding
 Cumulative Funding

MOD 10

100202 91265816
 LLA :
 AH 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010

300202 91265821
 LLA :
 AH 1771319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010

MOD 10 Funding

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Cumulative Funding

MOD 12

400001 92383561
 LLA :
 AJ 97X4930 NH1D 000 777777 0 061331 2F 000000 31E330902004

400002 92383557
 LLA :
 AK 97X4930 NH1D 000 777777 0 061331 2F 000000 31A2U0903302

600001 92383565
 LLA :
 AK 97X4930 NH1D 000 777777 0 061331 2F 000000 31A2U0903302

MOD 12 Funding
 Cumulative Funding

MOD 13 Funding
 Cumulative Funding

MOD 14 Funding
 Cumulative Funding

MOD 15 Funding
 Cumulative Funding

MOD 16

400003 93525589
 LLA :
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1003302

400004 93515486
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: RCP # N0002410WX01150

600002 93525591
 LLA :
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1001501

MOD 16 Funding
 Cumulative Funding

MOD 17

400003 93525589
 LLA :
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1003302

400005 93575926
 LLA :
 AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1003331

MOD 17 Funding
 Cumulative Funding

MOD 18

400006 00341348
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

600003 00351460
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

MOD 18 Funding
 Cumulative Funding

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MOD 19

400007 00705423
 LLA :
 AQ 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N0002410WX10550

600004 00705423
 LLA :
 AQ 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N0002410WX10550

MOD 19 Funding
 Cumulative Funding

MOD 20

600004 00705423
 LLA :
 AQ 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N0002410WX10550

600005 00826452
 LLA :
 AQ 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N0002410WX10550

MOD 20 Funding
 Cumulative Funding

MOD 21

400101 01101381
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

600006 01101349
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

600101 01101364
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

MOD 21 Funding
 Cumulative Funding

MOD 22

400102 01972026
 LLA :
 AM 1701804 8D3D 253 SASLM 0 068342 2D 000000 13DM2SWE0M20
 Standard Number: N0002410WX01150

MOD 22 Funding
 Cumulative Funding

MOD 23

400103 02224788
 LLA :
 AQ 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010
 Standard Number: N0002410WX10550

400104 02224789
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U0902303

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MOD 23 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

Clause HQ-C-2-0002 titled "Access to Proprietary Data or Computer Software" (NAVSEA)(Jun 1994) contained in the basic MAC document is applicable to this procurement.

Additionally, HQ C-2-0037 titled "Organizational Conflict of Interest" (NAVSEA)(JUL 2000) is invoked for this procurement.

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 11,190 (annually) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) require the Contractor to continue to perform the work until the total number of manhours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish manhours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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

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(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 and nonkey personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [Vivian Truman] and the Task Order Manager (TOM) [TBD at award]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

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 communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOMs discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels 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 Section I clauses are contained in the Basic MAC document.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRLS), DD Form 1423 9 pages, dated 21 July 08

Revised CDRLS, DD Form 1423, 11 pages, dated 30 Nov 08

Attachment 1 - Contract Security Classification Specification (DD Form 254), 4 pages dated 14 Nov 06