

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 02-Dec-2010	4. REQUISITION/PURCHASE REQ. NO. 00755784	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 nicole.a.anderson1@navy.mil 850-235-5386	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-HR13
		10B. DATED (SEE ITEM 13) 07-Jun-2007
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.
[]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Erica Cordes, Contract Specialist		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol A Dreger, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Erica Cordes (Signature of person authorized to sign)	15C. DATE SIGNED 02-Dec-2010	16B. UNITED STATES OF AMERICA BY /s/Carol A Dreger (Signature of Contracting Officer)	16C. DATE SIGNED 02-Dec-2010

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GENERAL INFORMATION

The purpose of this modification is to deobligate incremental funds from CLIN 400228. Accordingly, said Task Order is modified as follows:

1. (a) SubCLIN 400228 funding has been deobligated from the Task Order.

PR #	CONTRACT ACRN	CLIN	SUBCLIN	AMOUNT
00755784	DE	4002	400228	

- (b) Funding in the amount of is deobligated to this task order as follows:

	FROM	BY	TO
ESTIMATED COST			
FUNDED FEE			
CPFF			

- (c) The ceiling for this task order remains unchanged as follows:

ESTIMATED COST	
FIXED FEE	
CPFF	

2. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (JUN 2007) is applicable and in effect. The amount of funding, which includes a fixed fee of is the maximum amount reimbursable under this Order prior to its modification to provide additional funds. The amount of \$ shall not be exceeded until this Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

3. The period of performance end date is hereby changed to ending 31 Dec 2010. The period of performance of these funds are until 31 Dec 2010.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

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to CLIN/SLIN 400228	Type Of Fund OTHER	From (\$)	By (\$)	To (\$)
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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	SEE FAR 16.306(d)(2) Provide services for Engineering and Technical Support for the Test Engineering Branch, for all tasks within the attached Statement of Work, DD Form 254 and Contract Data Requirements List (CDRL), DD1423. (OTHER)			44733.0	LH	
100001	Incremental funding PR#70434525 ACRN:AA (OTHER)					
100002	Deobligation of Funds PR#71691421 ACRN:AB -0- (OTHER)					
100003	Incremental funding PR# 72075926 ACRN: AA (OTHER)					
100004	Incremental funding PR# 72482074 ACRN: AA (OTHER)					
100005	Incremental funding PR# 80774867 ACRN: AA (OTHER)					
1001	SEE FAR 16.306(d)(2) Provide services for Engineering and Technical Support for the Test Engineering			44733.0	LH	

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Branch, for all
tasks within the
attached
Statement of
Work, DD Form 254
and Contract Data
Requirements List
(CDRL), DD1423.
(OTHER)

100101 Incremental
funding ACRN:AC
PR# 72763433
(OTHER)

100102 Incremental
funding ACRN: AA
PR# 72915833
(OTHER)

100103 Incremental
funding ACRN:
AD
PR# 73533307
(OTHER)

100104 Incremental
funding ACRN:
AD
PR# 80774821

(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

3000	Other direct cost required to perform effort under CLIN 1000 (OTHER)	1.0 Lot
300001	Incremental funding PR# 71594698 ACRN: AA (OTHER)	
300002	Incremental funding PR# 71691421 (OTHER)	
300003	Incremental funding PR# 72482080 (OTHER)	
3001	Other direct cost required to perform effort under CLIN 1001	1.0 Lot

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(OTHER)

300101 Incremental
funding ACRN: AC
PR# 72844598
(OTHER)

300102 Incremental
funding ACRN: AA
PR# 72915856
(OTHER)

300103 Incremental
funding ACRN: AA
PR# 80774865

(OTHER)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

4000	SEE FAR 16.306(d)(2) Provide services for Engineering and Technical Support for the Test Engineering Branch, for all tasks within the attached Statement of Work, DD Form 254 and Contract Data Requirements List (CDRL), DD1423. (OTHER)			44733.0	LH	
4001	SEE FAR 16.306(d)(2) Provide services for Engineering and Technical Support for the Test Engineering Branch, for all tasks within the attached Statement of Work, DD Form 254 and Contract Data Requirements List (CDRL), DD1423. (OTHER)			44733.0	LH	
400101	Incremental funding PR#82405790 ACRN: AA (OTHER)					
400102	Incremental funding					

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PR#82405832 ACRN:
AA (OTHER)

400103 Incremental
funding

PR#82405848 ACRN:
AA (OTHER)

400104 Incremental
funding

PR#82522842 ACRN:
AA (OTHER)

400105 Incremental
funding

PR#82522843 ACRN:
AA (OTHER)

400106 Incremental
funding

PR#82522844 ACRN:
AA (OTHER)

400107 Incremental
funding

PR#82522845 ACRN:
AA (OTHER)

400108 Incremental
funding

PR#82522861 ACRN:
AA (OTHER)

400109 Incremental
funding

PR#82533568 ACRN:
AA (OTHER)

400110 Incremental
funding

PR#882674151
ACRN: AA (OTHER)

400111 Incremental
funding

PR#82904077 ACRN:
AA (OTHER)

400112 Incremental
funding

PR#82954616 ACRN:
AA (OTHER)

400113 Incremental
funding

PR#82954605 ACRN:
AA (OTHER)

400114 Incremental
funding

PR#83503110 ACRN:
AA (OTHER)

400115 Incremental
funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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PR#83533742 ACRN:
AA (OTHER)

400116 Incremental
funding

PR#90614670 ACRN:
AA (OTHER)

400117 Incremental
funding

PR#90614671 ACRN:
AA (OTHER)

400118 Incremental
funding

PR#90614673 ACRN:
AA (OTHER)

400119 Incremental
funding

PR#90614679 ACRN:
AA (OTHER)

400120 Incremental
funding

PR#90614680 ACRN:
AA (OTHER)

400121 Incremental
funding

PR#90614682 ACRN:
AA (OTHER)

400122 Incremental
funding

PR#90614685 ACRN:
AA (OTHER)

400123 Incremental
funding

PR#90614687 ACRN:
AA (OTHER)

400124 Incremental
funding

PR#90614689 ACRN:
AA (OTHER)

400125 Incremental
funding

PR#90614690 ACRN:
AA (OTHER)

400126 Incremental
funding

PR#90614692 ACRN:
AA (OTHER)

400127 Incremental
funding

PR#90614693 ACRN:
AA (OTHER)

400128 Incremental
funding

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PR#90614695 ACRN:
AA (OTHER)

400129 Incremental
funding

PR#90614697 ACRN:
AA (OTHER)

4002 SEE FAR 44733.0 LH
16.306(d)(2)
Provide services
for Engineering
and Technical
Support for the
Test Engineering
Branch, for all
tasks within the
attached
Statement of
Work, DD Form 254
and Contract Data
Requirements List
(CDRL), DD1423.
(OTHER)

400201 Incremental
funding
PR#91103463
ACRN:AA
(OTHER)

400202 Incremental
funding
PR#91358081
ACRN:AA
(\$135,000)
(OTHER)

400203 Incremental
Funding
PR #92393853
ACRN: AA (OTHER)

400204 Incremental
Funding
PR #92312867
ACRN: AA (OTHER)

400205 Incremental
Funding
PR #92312868
ACRN: AA (OTHER)

400206 Incremental
Funding
PR #92312868
ACRN: AA (OTHER)

400207 Incremental
Funding
PR #92312900
ACRN: AA (OTHER)

400208 Incremental
Funding

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PR #92312905
ACRN: AA (OTHER)

400209 Incremental
Funding
PR #92312907
ACRN: AA (OTHER)

400210 Incremental
Funding
PR #92312909
ACRN: AA (OTHER)

400211 Incremental
Funding
PR #92312910
ACRN: AA (OTHER)

400212 Incremental
Funding
PR #92312912
ACRN: AA (OTHER)

400213 Incremental
Funding
PR #92322970
ACRN: AA (OTHER)

400214 Incremental
Funding
PR #92322973
ACRN: AA (OTHER)

400215 Incremental
Funding
PR #92322974
(OTHER)

400216 Incremental
Funding
PR #92322976
ACRN: AA (OTHER)

400217 Incremental
Funding
PR #92322978
ACRN: AA (OTHER)

400218 Incremental
Funding
PR #92323028
(OTHER)

400219 Incremental
Funding
PR #92323037
ACRN: AA (OTHER)

400220 Incremental
Funding
PR #92323041
ACRN: AA (OTHER)

400221 Incremental
funding

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PR#93162429
ACRN:AA
(OTHER)

400222 Incremental
funding
PR#93162433
ACRN:AA
(OTHER)

400223 Incremental
funding
PR#93162434
ACRN:AA

(OTHER)

400224 Incremental
funding
PR#93223004
ACRN:AA
(OTHER)

400225 Incremental
funding
PR#93223006
ACRN:AA
(OTHER)

400226 Incremental
funding
PR#93223007
ACRN:AA
(OTHER)

400227 Incremental
Funding
PR #00755780
ACRN: AA (OTHER)

400228 Incremental
Funding
PR #00755784
ACRN: AA (OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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6000	Other direct cost required to perform effort under CLIN 4000 (OTHER)	1.0 Lot
6001	Other direct cost required to perform effort under CLIN 4001 (OTHER)	1.0 Lot
600101	Incremental funding	

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PR#82405854 ACRN:
AA (OTHER)

600102 Incremental
funding

PR#8245908 ACRN:
AA (OTHER)

600103 Incremental
funding

PR#82533461 ACRN:
AA (OTHER)

600104 Incremental
funding

PR#82533563 ACRN:
AA (OTHER)

600105 Incremental
funding

PR#82533566 ACRN:
AA (OTHER)

600106 Incremental
funding

PR#82492022 ACRN:
AA (OTHER)

600107 Incremental
funding

PR#82492007 ACRN:
AA (OTHER)

600108 Incremental
funding

PR#82492004 ACRN:
AA (OTHER)

600109 Incremental
funding

PR#82544365 ACRN:
AA (OTHER)

600110 Incremental
funding

PR#82544369 ACRN:
AA (OTHER)

600111 Incremental
funding

PR#82904101 ACRN:
AA (OTHER)

600112 Incremental
funding

PR#82954615 ACRN:
AA (OTHER)

600113 Incremental
funding

PR#82706422 ACRN:
AA (OTHER)

600114 Incremental
funding

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PR#82741119 ACRN:
AA (OTHER)

600115 Incremental
funding
PR#82954609 ACRN:
AA (OTHER)

600116 Incremental
funding
PR#82954621 ACRN:
AA (OTHER)

600117 Incremental
funding
PR#83503115 ACRN:
AA (OTHER)

600118 Incremental
funding
PR#83533743 ACRN:
AA (OTHER)

600119 Incremental
funding
PR#90614701 ACRN:
AA (OTHER)

600120 Incremental
funding
PR#90614704 ACRN:
AA (OTHER)

600121 Incremental
funding
PR#90614705 ACRN:
AA (OTHER)

600122 Incremental
funding
PR#90614707 ACRN:
AA (OTHER)

6002 Other direct cost 1.0 Lot
required to
perform effort
under CLIN 4002
(OTHER)

600201 Incremental
funding
PR#91358084
ACRN:AA
(OTHER)

600202 Incremental
funding
PR#91103462
ACRN:AA
(OTHER)

600203 PR #92393856
ACRN:AA
Incremental
Funding (OTHER)

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600204 PR #92322980
ACRN:AA
Incremental
Funding (OTHER)

600205 PR #92322981
ACRN:AA
Incremental
Funding (OTHER)

600206 PR #92322982
ACRN:AA
Incremental
Funding (OTHER)

600207 PR #92322984
ACRN:AA
Incremental
Funding (OTHER)

600208 PR #92322990
ACRN:AA
Incremental
Funding (OTHER)

600209 PR #92322992
ACRN:AA
Incremental
Funding (OTHER)

600210 PR #92322994
ACRN: AA
Incremental
Funding (OTHER)

600211 PR #92322995
ACRN: AA
Incremental
Funding (OTHER)

600212 PR #92323038
ACRN: AA
Incremental
Funding (OTHER)

600213 PR #92323039
ACRN: AA
Incremental
Funding (OTHER)

600214 PR #93162435
ACRN: AA
Incremental
Funding (OTHER)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW) FOR ENGINEERING AND TECHNICAL SUPPORT

FOR THE TEST ENGINEERING BRANCH (NSWC PC CODE E21)

1.0 SCOPE

The Naval Surface Warfare Center, Panama City (NSWC PC), Test Engineering (TE) Branch, Code E21, has requirements to provide engineering, programmatic, and technical support for development, acquisition, and sustainment programs and projects within the NSWC PC organization.

2.0 APPLICABLE DOCUMENTS

The following documents of the exact issue shown, form a part of this SOW to the

extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence.

2.1 Military Standards : None

2.2 Military Specifications : None

2.3 Other Documents :

(a) NAVSEA S9095-AD-TRQ-010/TSTP, Total Ship Test Program

(b) International Test Operations Procedures (ITOPs)

(c) NAVSEA Instruction 3960.2C, "Test and Evaluation", 2 Apr 88

(d) NAVSEA Instruction 3900.8A, " Policy for Incorporating Human Systems Integration (HSI) in Acquisition and Modernization ", in final draft

(e) NSWC PC Instruction 5100.30C, "Field Test and Safety Planning"

3.0 REQUIREMENTS

The task areas defined in this SOW describe the contractor requirement to provide a level of effort of support for a full spectrum of test support including: requirements development, planning documentation development, test systems design and development, execution, data collection, performance analysis, test reporting, exercise and trials support. Overtime may be necessary to provide support for test events.

3.1 Airborne and Surface Mine Countermeasures Systems Test and Evaluation Support

3.1.1 Airborne Mine Countermeasures Systems Test and Evaluation Support

The Contractor shall provide Engineering, Technical, and T&E support for all phases of Airborne Mine Countermeasures testing. The Contractor shall provide test directors and field support personnel with experience working with the NSWC PC Test Safety Review Committee (TSRC) process IAW NSWC PC Instruction 5100.30C to support planning and conduct of test events, support of NSWC PC analyses, and generation of test documentation

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including Test Logs, Mission Summaries, and daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet.

3.1.2 Surface Mine Countermeasures Systems Test and Evaluation Support

The Contractor shall provide Engineering, Technical, and T&E support for all phases of Surface Mine Countermeasures testing. The Contractor shall provide test directors and field support personnel with experience working with the NSWC PC TSRC process IAW NSWC PC Instruction 5100.30C to support planning and conduct of test events, support of NSWC PC analyses, and generation of test documentation including Test Logs, Mission Summaries, and daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet.

3.1.3 Remote Minehunting System (RMS) Test and Evaluation Support

The Contractor shall provide Engineering, Technical, and T&E support for all phases of RMS testing. The Contractor shall provide test directors, system operators, and field support personnel with experience working with the NSWC PC TSRC process IAW NSWC PC Instruction 5100.30C to support planning and conduct of test events, support of NSWC PC analyses, and generation of test documentation including Test Logs, Mission Summaries, and daily updated test schedules for development and testing phases that support fielding of RMS to the Fleet.

3.2 Littoral Warfare Systems Test and Evaluation Support

3.2.1 Littoral Combat Ship (LCS) Mission Module (MM) T&E Integration

The contractor shall review requirements, specifications and other documents related to the project, offer advice and guidance, provide written opinions, and play a key role in evaluating the system during system testing. The contractor shall support the development of specifications and a statement of work for procurement of the LCS MM's. The contractor shall interface closely with the MM design teams to develop MM integration and test documents such as plans, procedures, schedules and reports. The contractor shall participate in the LCS T&E Working Group (WG) meetings and play a key role in activities of the WG. The contractor shall assist in the TSRC process and participate in TSRC meetings concerning the LCS MM plans and procedures.

3.2.2 Littoral Combat Ship (LCS) Mission Package (MP) T&E Integration

The contractor shall review requirements, specifications and other documents related to the project, offer advice and guidance, provide written opinions, and play a key role in evaluating the system during system testing. The contractor shall support the development of specifications and a statement of work for procurement of the LCS MPs. The contractor shall interface closely with the MP design teams to develop MP integration and test documents such as plans, procedures, schedules and reports. The contractor shall participate in the LCS T&E Working Group (WG) meetings and play a key role in activities of the WG. The contractor shall assist in the TSRC process and participate in TSRC meetings concerning the LCS MP plans and procedures.

3.2.3 Autonomous Underwater Vehicle (AUV) / Unmanned Underwater Vehicle (UUV) Test Support

The Contractor shall provide Engineering, Technical, and T&E support for all phases of AUV/UUV testing. The Contractor shall provide test directors and field support personnel with experience working with the NSWC PC TSRC process IAW NSWC PC Instruction 5100.30C to support planning and for planning and conduct of test events, support of NSWC PC analyses, and generation of test documentation including Test Logs, Mission Summaries, and daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet.

3.3 Expeditionary Warfare Systems Test and Evaluation Support

3.3.1 Ships and Craft Interface Testing

The Contractor shall provide support of procedural validation; ships and craft interface testing, and environmental testing. The contractor shall support development, installation, and monitoring of a LabView 7.1 based data acquisition and analysis systems capable of interfacing toxicity, airborne acoustic noise, and temperature level measurements. Tests include verifying that equipment, operating manuals, interfaces, and operating environment are

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adequate and that operations can be conducted safely. Human toxicity, airborne acoustic, and temperature exposure limit data will be recorded while craft are operating in amphibious ship well decks to ensure safe operations.

Measurements taken from the following devices are typical of the instrumentation required for these tests:

(a) RS 232 based 16 channel MX-52 ENGUARD 19" Panel / Rack Mount System Gas Detector

Controller with four CO SDS-97D Sensor Transmitters

(b) Larson Davis 720 Sound Level Meter

(c) Monitoring Technologies Corp Questemp36 Heat Stress Monitor

(d) Ethernet based National Instruments modular thermocouple system using Type Kx TC

extension grade wire, cfp-cb-3 Isothermal Connector Block, cfp-tc-120 Thermocouple

Module, cfp-bp-4 4-slot Backplane, cfp-2020 Real-time/Ethernet Network Module, and

PS-5, 24 VDC, 5A, Universal Power Input

3.3.2 United States Marine Corps (USMC) Land Mine Countermeasures (MCM) Test and Evaluation (T&E)

The Contractor shall provide Engineering and T&E support for Land MCM test events. The contractor shall support T&E of legacy, commercial-off-the-shelf and non-developmental items (COTS/NDI), and developmental systems to support the USMC combat engineer and ground combat forces in countermine and counter-Improvised Explosive Device (IED) missions. Systems anticipated for field-testing including thermal imaging equipment for dismounted reconnaissance and tactical vehicle signature duplicators. The Contractor shall review test requirements, specifications, governing test procedures, and other documents related to the project, and will also conduct directed technical reviews as required to develop detailed test plans, procedures, and schedules for systems under test. Detailed test plans will be in NSWC PC format and shall meet the requirements for test approval by the NSWC PC TSRC. The Contractor shall provide test personnel to support test conduct and recording of test logs and test data, as required. The Contractor shall provide a Test Engineer experienced working with the NSWC PC TSRC process IAW NSWC PC Instruction 5100.30C to generate test documentation including Test Logs, Mission Summaries, daily updated Test Schedules, Quick Look Test Reports, and detailed Final Test Reports

3.4 Ranges and Facilities Test and Evaluation Support

The contractor shall support design and development for new or improved range tracking systems including overall system design and development, design of in-water detection electronics, processing methodology for tracking underwater targets acoustically, characterization of the acoustic environment, and handling system design. The contractor shall support evaluation of adaptations of ASW for MIW from the aspect of underwater acoustics, development and evolution of tactics for optimal use of current or new systems, and recommendations for test range instrumentation modifications to meet test requirements.

3.5 General Technical Support for Test Operations

3.5.1 Engineering and Technical Support for Test Operations

The contractor shall provide technical support personnel to support at sea and on shore testing. This will include test documentation and test conduct support. The personnel shall ride both small boats and large ships during testing. The support personnel will also be involved in writing and editing test plans. The Contractor shall also provide small boat operators in accordance with NSWCPCINST 3110.2A to support testing on an as needed basis. The contractor shall provide medical and workman's compensation insurance for the individuals serving as crew members on test craft and boats. However, The U.S. Navy is self-indemnified for any damage to equipment or liability claims incurred during official duty, such as the operation of craft or boats on an authorized test. Therefore, insurance to cover vessels, equipment, and general liability is not required and will not be reimbursed under this contract.

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3.5.2 Test Engineering Branch Operations Planning

The contractor shall provide skilled Analysts with experience in Operations Area Management Coordination for NSWC PC, Communications Equipment (CE) Inventory Management, Lean Six Sigma, the NSWC PC Management Control Review process, NSWC PC specific project management tools, Information Assurance (IA), network management, and must have extensive analytical skills. The contractor shall work closely with Naval Support Activity to support development of procedures for the safe operation of vessels. Contractor will assist in the Test Engineering Branch Management Control Review process; will assist in the Test Engineering Branch Lean Six Sigma initiatives; and will assist with project management tasks using such systems as the NSWC PC Project and Business Management System (PBMS) software.

Contractor will provide system administration and IA support to the Test and Evaluation Facilities Lab. The contractor will provide web design, database development, documentation, and training development support. Contractor shall provide an Administrative Analyst to support daily administrative tasks within the Branch.

3.5.3 Test Safety Review Committee (TSRC) Support

The contractor shall provide an Analyst to support the Test and Safety Review Committee (TSRC) which reviews test/safety plans and meets with representatives of the test plan to ensure all concerns are addressed and documented in a final test/safety plan. The contractor shall maintain a historical record of all TSRC actions.

3.5.4 Meeting and Presentation Support

As required, the Contractor shall provide top-level briefing material. The viewgraphs will be prepared in MS PowerPoint and shall illustrate program accomplishments to date, major problems and issues, and tasks scheduled for completion in fiscal year. There will be approximately 30 viewgraphs per quarter; most will be text but two or three may contain either AutoCAD plot files, or scanned images. The Contractor shall prepare the presentation from information provided by the Government (GFI). Miscellaneous materials will be required for each presentation (color copies/ink cartridges, sheet protectors, binders, etc).

3.5.5 Miscellaneous Materials

NSWC-PC will provide the primary materials to support testing; however, on an as needed basis, the Contractor shall supply parts and materials necessary to support development effort, test preparation, testing, and analyses at NSWC PC. This includes procurement of components needed for major data acquisition efforts. Specialized equipments such as spectrum analyzers, signal generators, oscilloscopes, analogue to digital converters, undersea cables, winches, sonars, hydrophones, magnetometers, and seismic sensors are all examples of miscellaneous materials that might be required in order to procure and assemble instrumentation systems to accomplish required test and evaluation tasks. Other miscellaneous materials to support emergent requirements may require the Contractor to procure or rent specialized undersea recovery gear such as remotely operated vehicles, side scan sonars, transponders, and acoustic releases. For planning purposes, postage and shipping is required for the urgent transfer of documents and/or materials for successful completion of test initiatives. In addition to this, incidental test materials are required for support of this order. These supplies shall be used to 1) develop data acquisition and analysis systems, 2) repair and support the systems during testing, i.e., connectors, resistors, power supplies, filters, capacitors, etc., 3) package and ship faulty components to Depot, 4) replace or upgrade laboratory facilities or stock, i.e., zip disks, compact disks, videotapes, camera film, printer cartridges, pens, paper, etc., and 5) other engineering and test support materials as required. All procurements under must be approved by the TOM. All procurements over must be approved by both the TOM and the PCO.

3.6 Travel

The Contractor shall be required to travel to locations other than NSWC PC to provide support to tests, exercises, and trials as specified by the Task Order Manager. In the event that Contractor support is required at a location other than NSWC PC, a minimum 24-hour notice will be given. The estimated travel costs specified in Section B of this task order may not be exceeded without the express written consent of the Contracting Officer.

3.7 Status Reports

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The Contractor shall deliver a monthly status report that identifies funds expended, hours expended, and funding projected. The report shall describe funding problem areas, if any, and recommendations. All information in this report shall be organized by individual tasks under this order. Also, the invoice shall match the monthly report and be organized by task in the same manner.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

NSWC PC will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWC PC within 10 days after completion of the delivery order.

4.2 Government Furnished Equipment (GFE)

NSWC PC will provide relevant GFE as required to complete this task order. The Contractor shall return all GFC to NSWC PC within 10 days after completion of the task order.

4.3 Access to Government Facilities

NSWC PC will provide the Contractor access to Government facilities as required to complete this task order.

5.0 DATA DELIVERABLES

All data deliveries shall be in accordance with the schedule set forth in the attached task order Data Requirements List, DD For 1423, Exhibit A. Unclassified submittals may be made as attachments to email messages to addressees listing in the CDRLs. NOTE: 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 shall be from award of the task order through five (5) years after award subject to the provisions of the Award Term Clause and Award Term Plan.

7.0 SECURITY

The highest security classification for work under this delivery order is SECRET. Provisions of the attached DD Form 254 apply. Access to CONFIDENTIAL or SECRET documents and discussions will be required for the performance of this task. CONFIDENTIAL or SECRET documents will not be generated or delivered under this delivery order. All data or documentation supplied to the Contractor by the Government or generated under this task order shall be protected as sensitive information as defined under Public Law 100-235-Jan. 8, 1988. Paragraphs 8.0 and 9.0 also apply to the protection of sensitive information regardless of the media on which it is stored. The Contractor will require access to Communications Security (COMSEC) information and Controlled Cryptographic Items (CCI) in an operational setting. The requirements of the attached DD 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENTS

Technical Documents generated under this contract shall carry the following Distribution Limitation Statements. Word-processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statements shall be as near to the title block as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE (DoD) AND U.S. DoD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (CONTRACTOR INSERT DATE STATEMENT APPLIED); OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, NAVAL SURFACE

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WARFARE CENTER PANAMA CITY, ATTN: CODE E21, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the 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 or developed by the Contractor shall be protected from public disclosure in accordance with the markings thereon. All other information relating 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 such access by the Government.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the

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United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.5052, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an

organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this

requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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SECTION D PACKAGING AND MARKING

PACKING AND MARKING

Packaging and marking, if applicable, shall be in with the best commercial practices.

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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 FL

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

DURATION OF CONTRACT PERIOD

Contract end date will end on 31 Dec 2010.

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SECTION G CONTRACT ADMINISTRATION DATA

1. The Contract Specialist is:

Ms. Nicole Anderson

Code B32

110 Vernon Ave.

Panama City, FL 32407

nicole.a.anderson1@navy.mil

(850) 235-5386

2. The Task Order Manager is:

Tony Bond

Code E35

110 Vernon Ave

Panama City FL 32407-7001

anthony.bond@navy.mil

(850) 235-5391

INVOICING INSTRUCTIONS

The contractor shall submit invoices as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in Block 12 of this order, using Wide Area Work Flow (WAWF) or other DFAS approved electronic system. A hard copy or email copy of all invoices must be provided to the Task Order Manager and Contract Specialist identified in Section G.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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100001 70434525
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE2101

BASE Funding
Cumulative Funding

MOD 01

300001 71594698
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE2101

MOD 01 Funding
Cumulative Funding

MOD 02

100002 71691421
LLA :
AB 97X4930 NH1E 000 77777 000178 2F 000000 35E07T72E001

MOD 02 Funding
Cumulative Funding

MOD 03

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300002 71691421
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MOD 03 Funding
Cumulative Funding

MOD 04

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MOD 04 Funding
Cumulative Funding

MOD 05

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300003 72482080
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AA 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE2101

MOD 05 Funding
Cumulative Funding

MOD 06

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DOC. NO. N0003007RC75410 ACRN: AA

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AC 1771319 37FT 253 VA081 0 068342 2D 97012Q 031580000000

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DOC. NO. N0003007RC75410 ACRN: AA

MOD 06 Funding
Cumulative Funding

MOD 08

100102 72915833
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300102 72915856
LLA :
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MOD 08 Funding
Cumulative Funding

MOD 11

100103 73533307
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MOD 11 Funding
Cumulative Funding

MOD 12

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300103 80774865
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AA 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE2101

MOD 12 Funding
Cumulative Funding

MOD 13

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6000 81226024
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MOD 13 Funding
Cumulative Funding

MOD 14

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400102 82405832
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AF 97X4930 NH1D 000 77777 0 061331 2F 000000 36ETY0ZECMMI

400103 82405848
LLA :
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 36LLN0ZL03LN

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400104 82522842
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MOD 14 Funding
 Cumulative Funding

MOD 15

400110 82674151
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MOD 15 Funding
 Cumulative Funding

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MOD 16

400111 82904077
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600111 82904101
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 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E37080RCB2

600115 82954609
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 AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31E37080TST3

600116 82954621
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 AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31E37080MSS1

MOD 16 Funding
 Cumulative Funding

MOD 17

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400115 83533742
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 FUNDING DOC NUMBER N0002407WX31023 ACRN AA

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MOD 17 Funding
 Cumulative Funding

MOD 18

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400117 90614671
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400129 90614697
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600121 90614705
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600122 90614707
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MOD 18 Funding
 Cumulative Funding

MOD 19

400201 91103463
 LLA :
 BP 97X4930 NH1D 000 77777 0 061331 2F 000000 34E36XC9SPEX

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400202 91358081
 LLA :
 BT 1771319 W3XC 000 RA329 0 068342 2D 000000 0291700022U0
 FUNDING DOC NO. N0001409WX20761

600201 91358084
 LLA :
 BT 1771319 W3XC 000 RA329 0 068342 2D 000000 0291700022U0
 FUNDING DOC NO. N0001409WX20761

600202 91103462
 LLA :
 BP 97X4930 NH1D 000 77777 0 061331 2F 000000 34E36XC9SPEX

MOD 19 Funding
 Cumulative Funding

MOD 20

400202 91358081
 LLA :
 BT 1771319 W3XC 000 RA329 0 068342 2D 000000 0291700022U0
 FUNDING DOC NO. N0001409WX20761

600201 91358084
 LLA :
 BT 1771319 W3XC 000 RA329 0 068342 2D 000000 0291700022U0
 FUNDING DOC NO. N0001409WX20761

MOD 20 Funding
 Cumulative Funding

MOD 21

400203 92393853
 LLA :
 CF 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390973012

400204 92312867
 LLA :
 CG 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISCM

400205 92312868
 LLA :
 CH 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISTM

400206 92312897
 LLA :
 CJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090MGT1

400207 92312900
 LLA :
 CK 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ABV3

400208 92312905
 LLA :
 CL 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320912192

400209 92312907
 LLA :
 CM 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP09NASW1

400210 92312909
 LLA :
 CN 97X4930 NH1D 000 77777 0 061331 2F 000000 31E350902031

400211 92312910
 LLA :
 CP 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH0905131

400212 92312912
 LLA :
 CQ 97X4930 NH1D 000 77777 0 061331 2F 000000 36ETY0ZFY10K

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400213 92322970
 LLA :
 CR 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3M08C5714

400214 92322973
 LLA :
 CS 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A0900222

400215 92322974
 LLA :
 CT 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAB0904011

400216 92322976
 LLA :
 CU 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGJ0903312

400217 92322978
 LLA :
 CV 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902004

400218 92323028
 LLA :
 CW 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3909004TX

400219 92323037
 LLA :
 CX 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2N090514B

400220 92323041
 LLA :
 CY 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH09003TX

600203 92393856
 LLA :
 BU 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390973012

600204 92322980
 LLA :
 BV 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISTM

600205 92322981
 LLA :
 BW 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ABV3

600206 92322982
 LLA :
 BX 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGJ0903328

600207 92322984
 LLA :
 BY 97X4930 NH1D 000 77777 0 061331 2F 000000 31E320912192

600208 92322990
 LLA :
 BZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP09NASW1

600209 92322992
 LLA :
 CA 97X4930 NH1D 000 77777 0 061331 2F 000000 31EBP090UKDR

600210 92322994
 LLA :
 CB 97X4930 NHID 000 77777 0 061331 2F 000000 31ABJ0902004

600211 92322995
 LLA :
 CC 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAB0904011

600212 92323038
 LLA :
 CD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2N090514B

600213 92323039
 LLA :
 CE 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH09003TX

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MOD 21 Funding
Cumulative Funding

MOD 22 Funding
Cumulative Funding

MOD 23

400221 93162429
LLA :
CZ 1791319 7505 253 SASLM 0 068342 2D 005120 Q24730000010
FUNDING DOC NO. N0002410WX10215

400222 93162433
LLA :
DA 97X4930 NH1D 000 77777 0 061331 2F 000000 31E391010313

400223 93162434
LLA :
DB 97X4930 NH1D 000 77777 0 061331 2F 000000 34E42XC10SPX

400224 93223004
LLA :
DC 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S
FUNDING DOC. NO. M6785409RC95496

400225 93223006
LLA :
DC 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S
FUNDING DOC NO. M6785409RC95496

400226 93223007
LLA :
DD 97X4930 NH1D 000 77777 0 061331 2F 000000 36ETY0Z3CMMI

600214 93162435
LLA :
DB 97X4930 NH1D 000 77777 0 061331 2F 000000 34E42XC10SPX

MOD 23 Funding
Cumulative Funding

MOD 24 Funding
Cumulative Funding

MOD 25

400227 00755780
LLA :
DB 97X4930 NH1D 000 77777 0 061331 2F 000000 34E42XC10SPX

400228 00755784
LLA :
DE 97 2010 0400.1101 S0 2010 08 8000 40603851D8Z 25GY8248HF NA 44213 00008735
Standard Number: FUNDING DOC # W74RDV00482391
FUNDING DOC # W74RDV00482391

MOD 25 Funding
Cumulative Funding

MOD 26

400228 00755784
LLA :
DE 97 2010 0400.1101 S0 2010 08 8000 40603851D8Z 25GY8248HF NA 44213 00008735
Standard Number: FUNDING DOC # W74RDV00482391
FUNDING DOC # W74RDV00482391

MOD 26 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 24.05 man-years per year 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 [OFFEROR TO FILL IN (no. of hour)] 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) The level of effort for this contract shall be expended at an average rate of approximately [OFFEROR TO FILL IN (no. of hour)] man hours per week. 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.

(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) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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(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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun 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) Deleted per Amendment 0001 of the basic contract.

(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.

4.6 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) The resulting order will be placed with an Offeror possessing a facility security clearance issued by the Defense Investigative Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any Offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment J.4.

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 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 thirty (30) days, or forty-five (45) 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;

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(4) A chart summarizing the years of experience and professional development for the individuals involved

in the substitution; and

(5) 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.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key and nonkey personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) 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 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.

AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.

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2. The Government has a continued need for the service (solely determined by the Government).

3. The Government has funds for the service.

For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria (as specified on the Seaport website) are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner in accordance with the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from a cost management (or cost control) perspective?
- Comments

b. Ratings. The ratings used are:

- "1" = unsatisfactory
- "2" = marginal
- "3" = satisfactory
- "4" = good
- "5" = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to receive the award-term incentive. A rating of less than satisfactory on any of the above criteria may result in the incentive not being earned.

c. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described in paragraph (e) below.

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d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official. Their responsibilities include:

(1) Assessing Official. This individual considers all information from performance monitors and other pertinent sources and prepares the written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors continually monitors contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and or verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is normally the contract specialist administering the task order. That individual will reconcile any disagreements between the Assessing Official and the contractor and will finalize ratings and close reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (e.g. end of sixth month for a 12 month period of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the contracting officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The contracting officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The contracting officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings, close the report and prepare the modification for the Contracting Officer to place the next award term. If the contractor does not concur with ratings, the Assessing Official will forward the report to the Reviewing Official who will reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. The Reviewing Official will prepare and submit the modification and a copy of the closed report to the Contracting Officer. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Determination. The contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to be eligible to have the task order extended. The Contracting Officer will review the closed report to determine if the award term has been earned and issue the appropriate unilateral contract modification. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

h. Changes to the Award-Term Plan. This award term plan is a part of the order and can only be changed by a bilateral modification to the order. Either party may propose a change to the plan at any time. However, if either party desires a change and a mutual agreement cannot be reached, then this original AwardTerm Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

All clauses in the basic contract are applicable.

52.222-2 -- Payment for Overtime Premiums.

Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 DD254 Final

Attachment J.2 Contract Data Requirements List (CDRL)

Attachment J.3 Revised DD254, Rev 01 dated 06/20/07

Attachment J.4 Revised Statement of Work for revised tasks 3.3.2 and 7.0