

C**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
113. EFFECTIVE DATE
03-Dec-20094. REQUISITION/PURCHASE REQ. NO.
932835235. PROJECT NO. (If applicable)
N/A6. ISSUED BY
NSWC, PANAMA CITY
110 Vernon Avenue
Panama City FL 32407-7001
vivian.truman@navy.mil 850-230-7230CODE
N613317. ADMINISTERED BY (If other than Item 6)
DCMA MARYLAND
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299
CODE
S2101A8. 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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4016-HR11

10B. DATED (SEE ITEM 13)

29-Dec-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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Clause 52.217-8 Option To Extend Services

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Wanda A Cutchin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Wanda A Cutchin	04-Dec-2009
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

1. exercise award term/option for CLINS 4000 and 6000
2. obligate incremental funds to CLINs 4000 and 6000

Accordingly, said Task Order is modified as follows:

- a. The award term CLINS 4000 and 6000 are hereby exercised in the total Cost Plus Fixed Fee amount of
- b. Funding in the amount of for CLIN 4000 and for CLIN 6000 is hereby obligated to this task order.
- c. The period of performance is hereby changed to read from
- d. The funding profile for **CLINS 4000 and 6000** is as follows:

Estimated Cost

Fixed Fee _____

Total

- e. The total funding profile is changed as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
Estimated Cost			
Fixed Fee	_____	_____	_____
Total			

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

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	RDT&E			
600001	RDT&E			

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	Organic Airborne and Surface Influence Sweep (OASIS) and Unmanned Surface Sweep System (US3) Acquisition, Systems Engineering, and Logistics support in accordance with the Statement of Work in Secion C, Contract Data Requirments List (CDRL) and DD Form 254. This is the Base Year CLIN and is good from contract award through on (1) year thereafter. (RDT&E)			
100001	ACRN: AA PURCHASE REQUEST NO 63551650 (RDT&E)			
100002	ACRN: AB PURCHASE REQUEST NO 70383661 (RDT&E)			
100003	ACRN: AB PURCHASE REQUEST NO 70714098 (RDT&E)			
100004	ACRN: AA PURCHASE REQUEST NO 71551785 (RDT&E)			
1001	Organic Airborne and Surface Influence Sweep (OASIS) and Unmanned Surface			

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Sweep System
(US3)
Acquisition,
Systems
Engineering, and
Logistics support
in accordance
with the
Statement of 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.
(RDT&E)

100101 ACRN: AC
PURCHASE REQUEST
NO 73378360
(RDT&E)

100102 ACRN: AC
PURCHASE REQUEST
NO 80253443
(RDT&E)

100103 ACRN: AD
PURCHASE REQUEST
NO 82342428
(RDT&E)

1002 Organic Airborne
and Surface
Influence Sweep
(OASIS) and
Unmanned Surface
Sweep System
(US3)
Acquisition,
Systems
Engineering, and
Logistics support
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 ACRN: AE
PURCHASE REQUEST
NO 83240241 (TBD)

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100202 ACRN: AE
PURCHASE REQUEST
NO 91480584
(RDT&E)

100203 ACRN: AE
PURCHASE REQUEST
NO 92474854
(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 \$40,000 for material and \$54,000 for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures.
(RDT&E)

300001 ACRN: AA \$50,000
PURCHASE REQUEST
NO 63551660
(RDT&E)

300002 ACRN: AB \$46,252
PURCHASE REQUEST
NO 70383669
(RDT&E)

3001 Other direct costs required to perform the effort under CLIN 1001 include \$40,000 for material and \$54,000 for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures.
(RDT&E)

300101 ACRN: AC
PURCHASE REQUEST
NO 73378373

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(RDT&E)

300102 ACRN: AC
PURCHASE REQUEST
NO 80243185
(RDT&E)

300103 ACRN: AD
PURCHASE REQUEST
NO 82342522
(RDT&E)

3002 Other direct costs required to perform the effort under CLIN 1002 include \$40,000 for material and \$54,000 for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures.
(TBD)

300201 ACRN: AE
PURCHASE REQUEST
NO 83240243 (TBD)

300202 ACRN: AE
PURCHASE REQUEST
NO 91480585
(RDT&E)

300203 ACRN: AE
PURCHASE REQUEST
NO 92474856
(RDT&E)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000				
Organic Airborne and Surface Influence Sweep (OASIS) and Unmanned Surface Sweep System (US3) Acquisition, Systems Engineering, and Logistics support in accordance with the Statement of Work in Section C,				

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Contract Data
Requirments List
(CDRL) and DD
Form 254. Clin
4000 is from the
end of award term
1002 through one
(1) year
thereafter. (TBD)

400001 ACRN: AF
PURCHASE REQUEST
NO 93283523
(RDT&E)

4001 Organic Airborne
and Surface
Influence Sweep
(OASIS) and
Unmanned Surface
Sweep System
(US3)
Acquisition,
Systems
Engineering, and
Logistics support
in accordance
with the
Statement of Work
in Secion C,
Contract Data
Requirments List
(CDRL) and DD
Form 254. Clin
4001 is from the
end of award term
4000 through one
(1) year
thereafter. (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	Other direct costs required to perform the effort under CLIN 4000 include \$40,000 for material and \$54,000 for travel. These amounts should be used as the base for estimating purposes with all applicable overheads applied to these figures. (TBD)	

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600001 ACRN: AF
PURCHASE REQUEST
NO 93283525
(RDT&E)

6001 Other direct
costs required to
perform the
effort under CLIN
4001 include
\$40,000 for
material and
\$54,000 for
travel. These
amounts should be
used as the base
for estimating
purposes with all
applicable
overheads applied
to these figures.
(TBD)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

06 July 2006

STATEMENT OF WORK FOR ORGANIC AIRBORNE AND SURFACE INFLUENCE SWEEP (OASIS) AND UNMANNED SURFACE SWEEP SYSTEM (US3) ACQUISITION, SYSTEMS ENGINEERING, AND LOGISTICS SUPPORT

1.0 SCOPE

The Airborne Mine Defense Program Office, PMS 495, is the Program Manager for the Organic Airborne and Surface Influence Sweep (OASIS) and will also become Program Manager for the Unmanned Surface Sweep System (US3), which is currently sponsored by the Office of Naval Research (ONR) as a technology demonstration and will transition to acquisition in FY 2007. The Naval Surface Warfare Center, Panama City (NSWC PC) is the Technical Direction Agent (TDA) for both programs. OASIS is an acquisition program for an airborne and surface deployed, magnetic/acoustic influence minesweeping system. As one of five Organic Airborne Mine Countermeasures (OAMCM) systems, OASIS will integrate with the MH-60S helicopter. The US3 will provide remote controlled minesweeping capability that will integrate with the remote controlled offboard surface platform designated to operate from the Littoral Combat Ship (LCS).

OASIS is in the System Development and Demonstration (SD&D) phase. Technical support is required to update and maintain program documents pertaining to performance, operational, and support characteristics of the system. Engineering and analytical support are required in the examination of trade-offs, risks, supportability, and other technical and programmatic issues associated with SD&D efforts and transition to production. The US3 program will become an acquisition in FY 2007 and begin developing a competitive SD&D procurement and preparing for Milestone B. In addition, engineering support is required to review technical documents and drawings generated by the OASIS and US3 Original Equipment Manufacturers (OEMs) and subcontractors. Analytical support is also needed to monitor technical and programmatic risk, technical performance, and to participate in system integration activities and test events. These services require the contractor have an understanding of and include performance in the areas of surface and airborne minesweeping operations, remote controlled surface minesweeping, airborne and surface test and evaluation, acquisition management, acquisition logistics, systems engineering, platform integration, training, provisioning, maintenance planning, and technical data analysis. The contractor must be capable of developing and implementing engineering solutions for OASIS and US3 technical issues.

The tasks defined in this statement of work provide OASIS and US3 support in areas such as: requirements analysis and flowdown; cost, risk, and performance assessments and trade-offs; tactics; safety; system engineering; system integration and test support; small parts fabrication; participation in program reviews, integrated product team meetings, and working groups; general analytical and investigative support; and review and evaluation of program technical documentation. The Contractor shall provide personnel, materials, equipment, facilities, and travel necessary to accomplish the tasks described below.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this statement of work (SOW) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

2.1 Military Standards

None

2.2 Military Specifications

None

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2.3 Other Documents

- a. Department of Defense (DoD) Regulations 5000.1 and 5000.2
- b. Chairman of the Joint Chiefs of Staff Instruction 3170.01D
- c. Chairman of the Joint Chiefs of Staff Manual 3170.01A
- d. COMNAVFORINSTR 4790.2Series, The Naval Aviation Maintenance Program
- e. Airborne Fleet Readiness Branch Quality Assurance Program Plan (QAPP), dated Feb 95
- f. AMCM ISEA Support Plan, 10 Dec 97

3.0 REQUIREMENTS

The contractor shall provide technical analysis, program support, engineering and integration support, test and evaluation support, database management, word processing, graphic arts support, small parts fabrication, engineering graphics materials, laboratory equipment, and other materials in performance of the following tasks.

3.1 Program Support

3.1.1 Presentation Materials

The contractor shall organize Government furnished information (GFI) and develop input data for project presentations and briefings that address program accomplishment, funding status, major problems, technical issues, and current tasks and objectives. For planning purposes, approximately twelve (12) such presentations may be anticipated, with 15-20 viewgraphs in each and typically ten (10) sets of hardcopy for each. The contractor shall provide labeled CDs in cases as required for distribution of large graphics files that cannot be transferred electronically.

3.1.2 GFI Technical Documentation Library and Master Document List

The contractor shall develop and maintain GFI in electronic media for the period of performance of the delivery order. The library shall be organized, supported and tailored as required for program needs. Information technology support and database management support will be provided as required. The contractor shall enter and update library records in a central system. A document listing shall be provided quarterly. The contractor shall also maintain a hard copy repository for materials that are not available electronically or cannot feasibly be converted to electronic media. Purchase of suitable physical or electronic storage media is authorized. The contractor shall provide overnight shipment for time critical materials that cannot be transferred electronically or when the NSWC PC shipping department is unavailable. Approximately \$1000 will be required for postage associated with document and material transfers during each base or award period.

3.1.3 Technical Documentation Support

The contractor shall type and organize technical and engineering notes/papers provided as GFI to document efforts under NSWC PC tasking. For planning purposes, up to 2000 pages of technical/engineering documents are anticipated. The contractor shall conduct quality assurance, technical review, and editing of government reports, white papers, and acquisition documents to ensure correct format, grammar, and spelling. For planning purposes, twelve (12) reports/documents may be anticipated, with up to 100 pages each and four (4) graphics pages. The Contractor shall provide input and update as required for the OASIS and US3 System Acquisition Management Plans (SAMPs), Test and Evaluation Master Plans (TEMPs), OASIS Capability Production Document (CPD), and US3 Initial Capabilities Document (ICD), Capability Development Document (CDD) and CPD. The contractor shall also review program and OEM documentation and provide analysis and/or comments on technical content. In some cases, document review may include consolidation of reviewer comments in tabular format.

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3.1.4 Project Meeting Support

The contractor shall attend regular project meetings and prepare minutes. The contractor shall provide a method to track and update the status of actions assigned at meetings and distribute action items along with minutes after each meeting. For planning purposes two project meetings per week, one OASIS and one US3, are anticipated. Project meetings will be in the local Panama City, Florida area.

3.1.5 Program Reviews, Integrated Product Team (IPT) Meetings, In-Process Reviews (IPRs), and Working Groups

The contractor shall attend OASIS and US3 IPRs, design reviews, IPT meetings, and working group meetings and prepare minutes as required. For estimating purposes, eight (8) reviews (four for each program) and ten (10) IPT, IPR or working group meetings are expected. Attendance at program technical meetings will be as required. These meetings may be at NSWC PC, in Washington, DC, Owego, NY, or OEM facilities in Amityville, NY or other locations to be determined.

3.1.6 Schedule and Risk Tracking

The contractor shall maintain OASIS and US3 program schedules and risk databases as required and provide schedule updates and risk reports. The program schedule and/or risk status will be updated monthly by the 10th of each month.

3.1.7 Calendar

The contractor shall maintain an 8-week planning calendar showing OASIS and US3 team travel, leave, and events. The Contractor shall provide updates weekly.

3.1.8 Weekly Highlights

The contractor shall provide weekly highlights that cover OASIS and US3 team activities for the previous week and top-level financial status based on Government-furnished financial data. The OASIS and US3 teams shall provide weekly inputs to the contractor not later than noon Monday. The contractor shall provide the highlight report in electronic format by close of business Tuesday. Government comments, if any, will be incorporated and the highlights distributed by e-mail to NSWC PC Codes A21 and A25 on Wednesday. One highlight report is required each week for OASIS and one for US3.

3.1.9 Financial Tracking and Work Breakdown Structure (WBS)

The contractor shall provide financial tracking support for OASIS and US3 task status and planning by reviewing available government-furnished project financial data derived from the NSWC PC financial reporting system. The contractor shall provide monthly reports (one for OASIS and one for US3) containing tables and graphical representations of project financial status. The contractor shall maintain the OASIS and US3 WBS and provide updates as required; the contractor shall also support update of the NSWC PC financial tracking system for the OASIS and US3 programs as required and development of the follow-on WBS.

3.1.10 Monthly Progress and Status Report

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

3.2 System Engineering and Technical Support

3.2.1 System Integration and Test Support

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The contractor shall participate in OASIS and US3 integration and testing. The contractor shall also provide engineering design analyses and crash load analysis in support of system integration efforts as required. The contractor shall support test planning, data collection, and reporting and shall participate as required. Integration and test activities may take place at NSWC PC, Johnstown, PA, Amityville, NY, Owego, NY, Patuxent River Naval Air Station in Patuxent River (NAS), MD, Eglin AFB, FL, or Norfolk, VA, Los Angeles, CA, or other locations to be determined. The contractor shall also support development and update of OASIS and US3 Test and Evaluation Master Plans (TEMPs) and development of test plans and procedures as required as required. The contractor shall support purchase and shipment of parts and materials needed to support testing and integration activities. Parts and materials to be purchased shall include electronic components, electrodes, navigation and tracking components, repair parts or hardware, laboratory materials and equipment, electronic storage media, and safety equipment. The contractor shall not purchase any computer systems. The estimated amount of test equipment and materials to be purchased is estimated at \$10,000 during each base or award term. The contractor shall also provide purchases for craft maintenance purposes not to exceed \$10,000 during each base or award term. All material purchases greater than \$5,000 shall be approved by the Contracting Officer.

3.2.2 Prototype Small Parts Prototype and Fabrication Support

The Contractor shall provide prototype fabrication and component design support for the OASIS and US3 programs as required. This effort will consist of build-to-print fabrication of prototype small parts and purchase of associated components and materials needed to support various OASIS platform integration and testing activities and events. The Government will provide technical data packages and engineering drawings as GFI as necessary for build to print fabrication or will specify required components and materials. Fabrication and procurement cost for this effort shall be limited to \$20,000 per base and award term. All material purchases greater than \$5,000 shall be approved by the Contracting Officer.

3.2.3 Electrical Engineering Support

The contractor shall provide ongoing ground-up evaluation of the OASIS power subsystem concept and related hardware, including the following tasks:

- Observe electrical subsystem equipment operation under various test conditions and evaluate status of the hardware based on these observations. The contractor will work with the OEM as required to correct problems identified.
- Investigate different approaches, such as switch versus iron core, for the transformers that change voltage levels for various functions within the OASIS power subsystem.
- Provide a detailed analysis on the OASIS power subsystem with particular focus on the power electronic converter that transforms the three-phase, 875 V, 400 Hz voltage provided by the source to a DC voltage which is then converted to different levels for housekeeping power, the motor load, and the 50 V load. Emphasis will be placed on the impact of the power electronic converter on the three-phase source.
- Monitor and evaluate OASIS power subsystem performance and reliability as required throughout demonstration and operational testing. Support failure analysis as required.
- Develop a breadboard prototype for the OASIS power converter to evaluate its performance. Improvements in the converter, such as new control algorithms, will be investigated using the prototype.

3.3 Acquisition Logistics Support (ALS)

3.3.1 ALS Documentation

The Contractor shall provide support to Code A15, Code A20, and PMS 495 for development, review, update, and maintenance of ALS and technical documentation for the OASIS and US3 programs. The Contractor shall also interface with other program activities or commands as required. For planning purposes, the support effort will include the following:

- Supply Support and Provisioning

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- Life Cycle Cost Estimates
- Total Ownership Costs Reduction
- Maintenance Planning
- Support and Test Equipment
- Configuration Management
- Technical Publications Development
- Risk Analysis
- Logistics Requirement Funding
- Navy Training System Planning
- Packaging, Handling, Storage and Transportation

3.3.2 Original Equipment Manufacturers (OEM) Source Data

The Contractor shall review source data received from the OASIS and US3 Original Equipment Manufacturers (OEM) and its subcontractors and perform analysis related to logistics support of the systems. The source data may include Failure Modes, Effects and Criticality Analysis (FMECA), Supportability Analysis, Level of Repair Analysis (LORA), Reliability Centered Maintenance (RCM) Analysis, Technical Manuals, Provisioning Technical Documentation (PTD), and Logistics Management Information (LMI) data and summaries.

3.3.2.1 The Contractor shall also be prepared to review the following documents as delivered by the OEM:

- Integrated Support Plan
- Support Equipment Recommendation Data
- Maintainability Demo Plan
- Reliability Demo Plan
- Preliminary Hazard Analysis
- Human Engineering Program Plan
- Training Program Structure Document
- Training Conduct Support Document
- Interactive Electronic Technical Manual (IETM) and PMRMs
- IETM Verification /Validation Plan
- Performance Based Logistics Plan
- Maintenance Plan

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· Other OEM contract deliverables as required.

3.3.3 ALS Documentation Updates

The Contractor shall provide ongoing updates to the following OASIS and US3 documentation:

- Acquisition Logistics Support Plan
- Logistics Milestone Charts
- OASIS Naval Air Training and Operating Procedures Standardization (NATOPS) procedures for the MH-60S helicopter and US3 operating procedures for the Littoral Combat Ship (LCS) and designated remote controlled offboard surface craft.
- Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plans for both OASIS and US3

3.3.4 ALS In-Process Reviews and Working Groups

The Contractor shall participate in the following OASIS and US3 In-Process Reviews (IPRs) and Working Groups:

- IETM reviews at all appropriate levels
- Training IPRs
- Program IPRs
- Maintenance Planning Working Group
- Supply Support/Provisioning Working Group
- IETM Working Group
- Training System Working Group

3.4 Travel

Travel may be anticipated to the following locations: Washington, DC; Amityville, NY; Boston, MA, Eatontown, NJ, Norfolk, VA; Patuxent River, MD; Johnstown, PA; Owego, NY; Orlando, FL; Tampa, FL; Eglin AFB, FL; Los Angeles, CA; or San Diego, CA. Total estimated travel is estimated at \$54,000 per year. 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 PROPERTY

4.1 Government Furnished Equipment (GFE)

The contractor shall have use of the following GFE to be provided no later than five (5) days after contract award.

Description Serial Number Approximate Value

HP Office Jet R-60 SGB9A0JJ4 \$700

All GFE shall be returned to the Government at the completion of this task order.

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4.2 Government Furnished Information (GFI)

NSWC PC Code A25 and the Airborne Mine Defense Program Office, PMS 495, will provide technical, programmatic, and financial information and documentation required for the contractor to effectively perform this task, including SD&D contractor and OEM documentation and access to Government facilities and equipment as required. NSWC PC Code A25 will provide access to the NSWC PC CMPPro or other database for library maintenance and will provide access to the NSWC PC project financial tracking system for financial and task tracking purposes. NSWC PC Code A25 and PMS 495 will provide guidance as required for WBS development.

4.3 OASIS Program Documents

-PFN/06-001 copy: 1(hard copy) titled, "OASIS Analysis of Alternatives Final Report"(U), dated 1 March 2000

-PFN/06-009 copy: 1(hard copy) titled, "Operational Requirements Document (ORD) for Organic Airborne and Surface Influence Sweep (OASIS)"(U), dated 15 September 2000

-PFN/06-010 copy: 1(Floppy Disk) titled, "OASIS (ORD)"(U), dated 13 July 2000

All documents shall be returned to NSWC PCD at the completion of this task order

5.0 DELIVERABLES

All data deliverables shall be delivered according to the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423.

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

6.0 PERIOD OF PERFORMANCE

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

7.0 SECURITY

The Contractor will be required to access classified information up to, and including SECRET, under this contract. Documents generated under this contract may be CLASSIFIED up to and including CONFIDENTIAL. Provisions of the attached contract 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.

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9.0 RELEASE OF INFORMATION

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

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior 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 initial period of performance shall be from award through one (1) year thereafter, with four (4) renewable award term years of twelve (12) months each that can be earned by satisfactory or better performance. Unsatisfactory performance could be cause for not awarding the additional performance periods.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
Vivian M. Truman, B31
110 Vernon Ave.
Panama City, FL 32407
Vivian.Truman@navy.mil
850-230-7230

Task Order Manager (TOM)
Rosaline Echevarria, Code A15
110 Vernon Ave.
Panama City, FL 32407
rosaline.echevarria@navy.mil
850-230-7008

INVOICING INSTRUCTIONS

IAW the DCAA memorandum, dated February 6, 2002, Arinc Engineering Services, LLC has received authorization for direct submission of public vouchers. Arinc shall submit their public vouchers to their cognizant DFAS Office with an informational copy submitted to the Task Order manager and the Contract Specialist identified above.

Accounting Data

SLINID	PR Number	Amount
100001	63551650	
LLA :		
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2N0701203		
300001	63551660	
LLA :		
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2N0701203		

BASE Funding
Cumulative Funding

MOD 01

100002 70383661
LLA :
AB: 1771319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
Standard Number: N0002407WX11645 ACRN: AA

300002 70383669
LLA :
AB: 1771319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
Standard Number: N0002407WX11645 ACRN: AA

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MOD 01 Funding
Cumulative Funding

MOD 02

100003 70714098
LLA :
AB: 1771319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
Standard Number: N0002407WX11645 ACRN: AA

MOD 02 Funding
Cumulative Funding

MOD 03

100004 71551785
LLA :
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2N0701203

MOD 03 Funding
Cumulative Funding

MOD 04

100101 73378360
LLA :
AC: 1781319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
Standard Number: N0002408WX10897 ACRN AA

300101 73378373
LLA :
AC: 1781319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
Standard Number: N0002408WX10897 ACRN: AA

MOD 04 Funding
Cumulative Funding

MOD 06

100102 80253443
LLA :
AC: 1781319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002408WX10897 ACRN:AA. THE LLA ACRN REMAINS AS AC FOR THIS
SUBCLIN (SEE ABOVE)

300102 80243185
LLA :
AC: 1781319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002408WX10897 ACRN:AA. THE LLA ACRN REMAINS AS AC FOR THIS
SUBCLIN (SEE ABOVE)

MOD 06 Funding
Cumulative Funding

MOD 07

100103 82342428
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2N080202B

300103 82342522
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2N080202B

MOD 07 Funding
Cumulative Funding

MOD 08

100201 83240241

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LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

300201 83240243

LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

MOD 08 Funding
Cumulative Funding

MOD 09

100202 91480584

LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

300202 91480585

LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

MOD 09 Funding
Cumulative Funding

MOD 10

100203 92474854

LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

300203 92474856

LLA :

AE: 1791319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002409WX10597 ACRN:AA. THE LLA ACRN REMAINS AS AE FOR THIS
SUBCLIN (SEE ABOVE)

MOD 10 Funding
Cumulative Funding

MOD 11

400001 93283523

LLA :

AF: 1701319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002410WX10560 ACRN:AA. THE LLA ACRN REMAINS AS AF FOR THIS
SUBCLIN (SEE ABOVE)

600001 93283525

LLA :

AF: 1701319 7505 253 SASLM 0 068342 2D 005120 Q24270000010
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND
ASSOCIATED ACRN ARE N0002410WX10560 ACRN:AA. THE LLA ACRN REMAINS AS AF FOR THIS
SUBCLIN (SEE ABOVE)

MOD 11 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.

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 66,500 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.

(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:

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

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or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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.

(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) 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 man-hours 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

(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

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for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

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

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

(f) Requests for post award approval of additional and/or replacement key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [Vivian Truman at vivian.truman@navy.mil] and the Task Order Manager (TOM) [Rosaline Echevarria at rosaline.echevarria@navy.mil]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Additional Applicable Section H Special Contract Requirements

NSWCPC – H06 NSWC PANAMA CITY SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment No ((1)) involves access to and handling of classified material up to and including (SECRET).

b. In addition to the requirements of the clause in Section I entitled "Security Requirements," (FAR 52-204-2), the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPO) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

c. If the contractual effort is unclassified and the contractor facility does not have an FSO, an individual to coordinate security-related requirements must be appointed.
(end of provision)

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. Controlled Unclassified Information (CUI):

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):

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Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.
(end of provision)

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 TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM 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 clauses are contained in Section I of the Basic MAC contract.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (DD Form(s) 1423-2), dated 12 July 2006, 6 pages

Attachment 1 - Contract Security Classification Specification (DD Form 254), dated 29 December 2006, 4 pages