

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE 05-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. 92738588		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 wanda.cutchin@navy.mil 850-636-6140	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-HR12
CAGE CODE 1WAV4	FACILITY CODE 075916762
10B. DATED (SEE ITEM 13) 26-Apr-2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		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	05-Jan-2010
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to ... Accordingly, said Task Order is modified as follows: 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 (\$)
300019	O&MN,R			
400003	O&MN,R			

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Technical Services in support of Remote Minehunting System(RMS) Technical Direction Agent (TDA) and In-Service Engineering in accordance with the Statement of Work in Section C, Contract Data Requirements List (CDRL) and DD Form 254. This is the Base Year CLIN and is good from contract award through 4 April 2009. (RDT&E)			
100001	Funding in the amount of for section 3.1 of the statement of work. PR Number 70860949 (RTD&E) (RDT&E)			
100002	Funding in the amount of for section 3.3 of the statement of work. Pr number 72073154 (OPN) (RDT&E)			
100003	Funding in the amount of for section 3.3 of the statement of work. Pr number 72131704 (OPN) (RDT&E)			
100004	Funding in the amount of for section 3.2 of the statement of work. Pr			

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number 72421335
(OMN) (RDT&E)

100005 Funding in the
amount of
for section 3.2
of the statement
of work. PR
number 72671262
(OMN) (RDT&E)

100006 Funding in the
amount of
for section 3.2
of the statement
of work. PR
number 72671274
(OMN) (RDT&E)

100007 Funding in the
amount of
for section 3.3
of the statement
of work. PR
number 72671282
(OPN) (RDT&E)

100008 Funding in the
amount of
for section 3.2
of the statement
of work. PR
number 73041161
(OMN) (RDT&E)

100009 Funding in the
amount of
for
section 3.2 of
the statement of
work. PR number
73400418 (OMN)
(RDT&E)

100010 Funding in the
amount of
for section 3.2.3
and 3.2.6 of the
statement of
work. PR number
73533271 (OM&N)
(RDT&E)

100011 Funding in the
amount of
for Section 3.2
of the statement
of work. PR
number 73533264
(OM&N) (RDT&E)

100012 Funding in the
amount of
for
Section 3.2 of

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the statement of
work. PR number
80366890 (OM&N)
(RDT&E)

100013 Funding in the
amount of
for Section 3.1.2
T&E support of
the statement of
work. PR
80513166 (RDT&E)
(RDT&E)

100014 Funding in the
amount of
for Section 3.3
of the statement
of work. PR
80703003 (OPN)
(RDT&E)

100015 Funding in the
amount of
for
Section 3.1.2 T&E
support. PR
80944602 (RDT&E)
(RDT&E)

100016 Funding in the
amount of
for Section 3.1.2
T&E support. PR
80944621 (RDT&E)
(RDT&E)

100017 Funding in the
amount of
for Section 3.1.2
T&E support. PR
8094622 (RDT&E)
(RDT&E)

100018 Funding in the
amount of
for Section 3.2
support. PR
80944641 (OM&N)
(RDT&E)

100019 Funding in the
amount of
for Section 3.2
support. PR
80944641 (OM&N)
(RDT&E)

100020 Funding in the
amount of
for Section 3.2
support. PR
80944662 (OM&N)
(RDT&E)

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- 100021 Funding in the amount of for Section 3.3 support. PR 80944663 (OPN) (RDT&E)
- 100022 Funding in the amount of - deobligate via HR1213 (RDT&E)
- 100023 Funding in the amount of for Section 3.2 of the SOW. PR 81351362 (OMN) (RDT&E)
- 100024 Funding in the amount of for section 3.1.2 of the SOW. PR 81351383 (RDTE) (RDT&E)
- 100025 Funding in the amount of for section 3.1.3. PR 81351385 (RDTE) (RDT&E)
- 100026 Funding in the amount of for section 3.3 RMS ISEA Support. PR# 81833801 (OPN) (RDT&E)
- 100027 Funding in the amount of for section 3.2 ISEA Support. PR# 81992387 (OMN) (RDT&E)
- 100028 Funding in the amount of for section 3.2 RMS ISEA Support - 3.2.3 & 3.2.6). PR# 82002784 (OMN) (RDT&E)
- 100029 Funding in the amount of for section 3.1.2 T&E Support. PR# 82214906 (RDT&E) (RDT&E)
- 100030 Funding in the amount of

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for
section 3.2 ISEA
support. PR#
82565600(OMN)
(RDT&E)

100031 Funding in the
amount of
for 3.2 (OMAR)
(RDT&E)

100032 Funding in the
amount of
for 3.3, 3.3.3
and 3.3.6 (OPN)
(RDT&E)

100033 Funding in the
amount of
for 3.2 ISEA
support (OMN)
(RDT&E)

100034 Funding in the
amount of
for 3.2
ISEA Support
(O&MN,R)

100035 Funding in the
amount of
for 3.2 ISEA
Support (O&MN,R)

100036 Funding in the
amount of
for 3.3 RMS ISEA
Support (OPN)

100037 Funding in the
amount of
for 3.3 RMS ISEA
Support. (OPN)

100038 Funding in the
amount of
is
provided for RMS
TDA/ISEA Support
(OPN)

100039 Funding in the
amount of
is
provided for 3.2
ISEA support
(O&MN,R)

100040 Funding in the
amount of
is
provided for 3.2
ISEA Support
(O&MN,N)

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100041 Funding in the amount of is provided for 3.1.2 T&E Support (RDT&E)

100042 Funding in the amount of is provided for 3.2 ISEA Support (O&MN,N)

100043 Funding in the amount of is provided for 3.2 ISEA support (O&MN,N)

100044 Funding in the amount of is provided for 3.2 ISEA support (O&MN,N)

100045 Funding in the amount of is provided for 3.1 RMS TDA support (RDT&E)

100046 (O&MN,N)

100047 (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

3000	Other direct costs required to perform the effort include \$196,000 for Other Direct Costs (ODC's), \$120,000 for Travel costs and \$48,000 for Material costs. These amounts should be used as the basis for estimating purposes with all applicable overheads applied to these figures. This is the Base Year CLIN and is good from contract award through 4 April	

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2009. (RDT&E)

300001 Funding in the amount of for section 3.1 of the statement of work. PR Number 70860955. (RDT&E) (RDT&E)

300002 Funding in the amount of for section 3.3 of the statement of work. PR Number 72073164. (OPN) (RDT&E)

300003 Funding in the amount of for section 3.2 of the statement of work. PR Number 72336920. (Overhead) (RDT&E)

300004 Funding in the amount of for section 3.2 of the statement of work. PR Number 72421338. (OMN) (RDT&E)

300005 Funding in the amount for section 3.4 of the statement of work. PR number 72671267. (OMN) (RDT&E)

300006 Funding in the amount of for section 3.4 of the statement of work. PR number 73132976. (RDT&E) (RDT&E)

300007 Funding in the amount of for section 3.4 of the statement of work. PR number 73400416. (RDT&E) (RDT&E)

300008 Funding in the amount of for section 3.2 of the statement

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of work. PR
number 73533268.
(OM&N)
(RDT&E)

300009 Funding in the
amount of
for section 3.3
of the statement
of work. PR
number 80703006.
(OPN) (RDT&E)

300010 Funding in the
amount of
for section 3.4
of the statement
of work. PR
number 81351390.
(OPN) (RDT&E)

300011 Funding in the
amount of
PR number
81351387. (OPN)
(RDT&E)

300012 Funding in the
amount of
PR number
81833882. (OPN)
(RDT&E)

300013 Funding in the
amount of
PR number
82002786. (OMN)
(RDT&E)

300014 Funding in the
amount of
PR number
82565683. (OMN)
(RDT&E)

300015 Funding in the
amount of
for section 3.2
(OMN) (RDT&E)

300016 Funding in the
amount of
is provided for
Direct Fleet
Support ans
RMC/IMA/Depot
Support, par
3.3.5 (OPN)

300017 Funding in the
amount of
is provided for
ODC Travel, par
3.4 (OPN)

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300018 Funding in the amount of is provided for ODC Travel, par 3.4 (RDT&E)

300019 Funding in the amount of is provided (O&MN,R)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Technical Services in support of Remote Minehunting System(RMS) Technical Direction Agent (TDA) and In-Service Engineering in accordance with the Statement of Work in Section C, Contract Data Requirements List (CDRL) and DD Form 254. CLIN 4000 is from the end of award term 1000 through three (3) years thereafter. OPTION. (RDT&E)			
400001	Funding in the amount of is provided for RMS Support. (OPN)			
400002	Funding in the amount of is provided for 3.2 (O&MN,R)			
400003	Funding in the amount of is provided for 3.2 (O&MN,R)			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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6000 Other direct costs required to perform the effort include \$294,000 for Other Direct Costs (ODC's), \$180,000 for Travel costs and \$72,000 for Material costs. These amounts should be used as the basis for estimating purposes with all applicable overheads applied to these figures. Period of performance is 5 April 2009 through 4 April 2012. (RDT&E)

600001 Funding is provided in the amount of for ODC Direct Fleet Support and RMC/IMA Depot Support (OPN)

600002 Funding is provided in the amount of for ODC (OPN)

600003 Funding is provided in the amount of for ODC 3.2 ISEA support (O&MN,N)

600004 Funding is provided in the amount of in for ODC 3.4 travel (O&MN,N)

EXERCISE OF OPTIONS

If elected, options will be exercised prior to the end of the current contract year. For example, the option for year 3 will be exercised prior to the end of Year 2. Exercise of options for performance beyond the expiration of the basic contract on 4 April 2009 is contingent on the basic contract being extended by the PCO.

INCREMENTAL FUNDING SCHEDULE

This task order will be incrementally funded. The Government anticipates that funding for CLIN 1000 and 3000 will be allotted in accordance with the following schedule:

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Quarterly

Notwithstanding the above funding schedule, the contractor is only obligated to continue performance up to the point at which the total amount payable by the Government is equal to the funded amount. FAR clause 52.232-22 LIMITATION OF FUNDS (APR 1984) in section I of the basic contract applies to this order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Revised

26 November 2007

STATEMENT OF WORK FOR

REMOTE MINEHUNTING SYSTEM (RMS)

TECHNICAL DIRECTION AGENT (TDA) AND

IN-SERVICE ENGINEERING AGENT (ISEA) SUPPORT

Seaport-e Requisition N61331-07-NR-55087

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) has overall Technical Direction Agent (TDA) and In-Service Engineering Agent (ISEA) responsibility for the Remote Minehunting System (RMS). In preparation for the DDG deployment in FY07 and Littoral Combat Ship (LCS) deployments in FY 07, the NSWC PC team has the responsibility of ensuring the Remote Minehunting Vehicle (RMV) meets Development Test (DT) and Operational Test (OT) requirements and is supportable aboard the DDG platforms, the LCS, and/or shore site maintenance facility. Tasks include investigating third party vendor or original equipment manufacturer (OEM) hardware and software modification requirements, logistics planning development and implementation, and Post-Mission Analysis (PMA) station maintenance. Day-to-day tasks also include program management type support functions, engineering, and logistics support to NSWC PC to meet NSWC PC requirements. The scope of this contract includes the level of effort required from the contractor to support the NSWC PC TDA and ISEA duties aforementioned.

A summary of duties required in supporting the TDA and ISEA program management support type functions includes: meeting minutes, risk management support, schedule development and maintenance, action item tracking, presentation development, and library maintenance. Test and evaluation support comprises many man-days of labor, as test planning, test conduct, and test reporting are all critical to the success of the RMS Program. For complete life cycle support planning and supportability while deployed on the DDG and LCS, NSWC PC contracts out the logistics planning and implementation of training and supportability philosophies. Logistics efforts include conducting supportability and maintainability analyses, maintaining a logistics database, developing training material, conduct of training and productions of other logistics resource documentation for the RMS.

The Contractor shall provide a level of effort consisting of those non-personal technical, engineering and logistics services necessary to perform the tasks identified herein.

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 a conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only.

2.1 Military Specifications:

(a) MIL-T-31000A, Technical Data Packages, General Specification for

2.2 Military Standards:

(a) MIL-STD-961D, DOD Standard Practice, Defense Specifications

(b) DoD 4160.21 -M, Defense Materiel Disposition Manual

(c) DoD 4160.21 -M-1, Defense Demilitarization Manual

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(d) MIL-PRF-29612 A, Performance Specifications, Training Data Products

(e) MIL-PRF-49506, Logistics Management Information

2.3 Other Documents:

(a) RMS Operational Requirements Document

(b) ASME-Y14.100, Engineering Drawing and Related Documentation Practices

(c) ASME-Y14.24, Types and Applications of Engineering Drawings

(d) ASME-Y14.35M, Revision of Engineering Drawings and Associated Documents

(e) ASME-14.34M, Parts Lists, Data Lists and Index Lists

(f) MIL-HDBK-502, Acquisition Logistics

(g) ANSI / Electronic Industries Alliance (EIA)-649 National Consensus Standard

for Configuration Management

3.0 REQUIREMENTS

3.1 RMS TDA Support (RDT&E). The Contractor shall provide the full spectrum of research, development, test and evaluation support to the RMS TDA as required in the following paragraphs.

3.1.1 RMS SYSTEMS ENGINEERING AND ANALYSIS SUPPORT.

The Contractor shall provide RMS systems engineering and analysis support to the NSWC PC TDA organization to include: develop RMS and related engineering concepts and perform scientific and engineering analyses and planning to achieve stated objectives; develop a system safety program and supporting hazard analyses for incorporation of safety requirements in performance specifications; monitor and assess the scientific, overall engineering and system safety aspects of a program; perform system engineering and develop performance specifications to establish configuration functional baselines for the system and/or prime items including computer programs; perform or direct research, development, test and simulations to investigate problems, probe alternate technical approaches to evaluate program achievements; review development and scientific programs as well as engineering change proposals for their impact on engineering concepts, design, safety and performance; develop or technically support in preparation or modification of top level program documents such as the Test and Evaluation Master Plan (TEMP); develop required procedures and test packages for performing RMS testing including technical evaluations; support systems engineering and analysis related to test and evaluation programs; perform analyses to assess the utilization of the system under operational conditions and technically support in the preparation of operational guidelines; analyze and technically support in initiating design efforts to resolve predicted or existing Electromagnetic Interface (EMI), Electromagnetic Compatibility (EMC) problems and other Environmental Qualification tests as needed; perform systems engineering trade off and synthesis analyses.

3.1.2 TEST AND EVALUATION (T&E) SUPPORT

The Contractor shall provide T&E support to NSWC PC during RMS testing phases. Support shall encompass assistance with test plan development, test documentation including briefs, Test Logs, Mission Summaries, test schedules, and assistance with the development of test reports.

(a) Test and Evaluation and Maintenance Support. The Contractor shall provide maintenance support for the RMS efforts. The Contractor shall function as the Console Operator, Grounding Reel Operator, Observer, or other crew positions that allow for completion of the test flight. The Contractor shall debrief the individual missions and observed system performance to NSWC PC support personnel. The Contractor shall perform Operational and Intermediate Level maintenance on the RMV and support equipment in support of tests from all platforms, sometimes

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simultaneously. On an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing and Intermediate Level Maintenance. The Contractor shall evaluate existing operational and testing procedures and determine improvement potential. The Contractor shall configure and de-configure the test platform as required. Overtime may be necessary to provide rapid turnaround of the RMS system for the next test event. Advance Contracting Officer approval is required before any premium overtime can be worked. The Contractor may require travel to locations other than NSWC PC to perform Operational and Intermediate Level maintenance on the RMS and support equipment. For these cases, the Contractor will be required to travel to support the readiness of the RMS during test or on deployment. In the event that Contractor support is required at a location other than NSWC PC, a minimum 24-hour notice will be given.

(b) Test Material Procurement. NSWC PC will provide the primary materials to support testing; however, on an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.), 2) package and ship faulty components to Depot, and 3) replace or upgrade laboratory facilities (including items such as zip disks, CDs, videotapes, camera film, printer cartridges, pens, paper, etc.). The Contractor shall maintain inventory of the test supply cabinets. The Contractor shall maintain both system and T&E support hardware inventories (i.e. labs, warehouses, and offices, etc.) and make inventories available for Government review upon request.

(c) Shipment Support. The Contractor shall provide support in the preparation and shipment of assets. RMS and support equipment can be required at various locations, sometimes simultaneously, which necessitates the support efforts of the contractor.

(d) Post-Mission Analysis and MEDAL Support. The Contractor shall conduct mission planning using MEDAL and post-mission analysis (PMA) prior to and after each mission flown during the RMS test events. PMA will be conducted using the Government furnished PMA station and other tools as required. The contractor shall develop a database of mine images that can be searched by keywords, and/or by mine type. The Contractor shall maintain the mine recognition book which shows the different mines used as targets. The Contractor shall support RMS type PMA and MEDAL training prior to OT.

3.1.3 INTEGRATED LOGISTICS SUPPORT (ILS)

(a) Logistics Scheduling Support. The Contractor shall develop and maintain a complete logistics milestone schedule consisting of current and projected milestones for the RMS ILS program. The milestone schedule will be developed using the most current version of Microsoft Project and will reflect the DDG and LCS integration scheduled events. The government will review the milestone schedule, which upon approval will become the basis for product deliveries.

(b) ILS Documentation. The Contractor shall update and sustain the ILS documents as listed; each document will be updated to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECP) and the lifecycle of the document or until deemed not necessary by the government. Changes or updates shall be accomplished in accordance with the ILS milestone schedule. ILS documentation to be supported includes, but not limited to: the Acquisition Logistics Support Plan, Maintenance Plans, the Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan, and the Demilitarization / Disposal Plan. Specifically, as a result of CT/DT/OT and ECPs, the contractor shall update the O-level Preventive Maintenance Requirements Manuals (PMRM) as required. The contractor shall ensure that I level preventive maintenance requirements are contained in the I-level IETM.

(c) Technical Data. The Contractor shall provide full spectrum support in gathering, analyzing, and supporting RMS and related technical data in support of the broad range of TDA functions.

(d) Training Support. The Contractor shall technically support the development of RMS training course materials and related products. The Contractor shall technically support providing instructional services to ensure compatibility with the platform training programs. Training course materials support may be required to include, but not limited to: Curriculum Outline, Trainee Guides, including Diagram Sheets and color photos, as appropriate, and Cadre Training Lesson Plans. The Contractor shall conduct training. The Contractor shall provide the appropriate number of instructors to conduct OT and initial Cadre training courses. Each RMS Training course shall accommodate a target of 12 students in each class and be taught at a site consistent with the phase of testing (contractor facility or test site) as agreed to by the Government. The Contractor shall provide Trainee Critique sheets after each training event. The Contractor shall schedule training In-Process Reviews (IPRs) to assess progress of training product completion. IPR agendas shall be submitted. The Contractor shall provide IPR minutes that shall serve as official Government

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guidance for training content and documentation style.

(e) ILS Meetings The Contractor shall attend and take minutes for ILS meetings to include quarterly Diminishing Manufacturing Resources (DMS) Working Group meetings, Performance Based Logistics (PBL) meetings, Training Working Group (TWG) meetings and other related ILS meetings, approximately one per week, as required. The Contractor shall document and deliver the minutes of the meetings, assigned action items, and attendees.

3.1.4 NSWC PC MANAGEMENT SUPPORT

(a) The Contractor shall attend weekly RMS meetings to report on the status of ongoing tasking. Meetings will be held once a week. The Contractor shall provide verbal input at the meeting and technically support program personnel in the development of summary meeting minutes. The summary minutes shall be ready for distribution, via e-mail, to all project members and line management two days after the meeting. The minutes will include a list of major meeting dates and travel dates. Commensurate with this reporting, the Contractor will support program personnel in the development of Weekly Status Reports. The weekly report will must be ready for distribution, via e mail, to line management by the third workday of the week. In the event that back-up Contractor support is required for additional meetings, a notice of 24 hours will be given. The contractor shall provide support to program reviews at NSWC PC, the Program Office, or Contractor Facilities. The Contractor may be required to draft meeting minutes or a trip report from the meetings. Overtime may be necessary to provide rapid turnaround of draft meeting minutes or trip reports. Contractor personnel will be required to travel to locations including Washington, DC, West Palm Beach, FL , and Syracuse, NY, San Diego, CA, Norfolk VA and other locations as required to provide program meeting support.

(b) The Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e mail, fax, local guard mail, commercial carrier, or hand delivery. Documents will include, but are not limited to 1) Weekly Accomplishments for the RMS, 2) an RMS Team Members Communication Listing, 3) Programmatic Task Reference Tables, and 4) RMS Master Action Item List. In addition, the contractor shall maintain the RMS risk management database, Risk Radar™, making updates available for Government review upon request. Updates are to be documented in the status reports. The Contractor shall maintain the RMS electronic library. An audit log of all documents posted in the library shall be provided to the government for review upon request. Program pictures, and viewgraphs, provided as GFI, shall be incorporated into the library. Library material shall be accessible in multiple ways (e.g. search by type, date, subject, author, or keyword, etc.). The Contractor shall train RMS personnel in the use of the library.

(c) The Contractor shall support NSWC PC in preparing periodic briefing materials and presentations from information provided by the Government (GFI) for NSWC PC Code A20 Quarterly Task Reviews for PMS495; Annual Reviews with NSWC PC Code A; periodic NSWC PC Code A Tactics Continuum reviews (approximately one per year); Other briefings as required. Developed briefing materials shall be stored in the RMS electronic library.

(d) The contractor shall develop a method of tracking the progress of each task that will be approved by the Program Manager and shall update the progress as required. The Government will provide input as hard copy or signed electronic input. The contractor shall update milestones in the NSWC PC Project and Business Management System (PBMS Lite) or equivalent, shall be able to view information via the Corporate Database Website (CDBWeb) and shall provide an electronic report of PBMS Lite data in the status reports as required. A non-disclosure agreement will be required for this contractor support. Deliverables shall include one color printout with an electronic copy on the RMS Technical Library.

(e) The Contractor shall provide conference rooms for meetings and phone lines or computer links to support phone or web-based conferences as required.

3.2 RMS ISEA SUPPORT (O&MN).

The Contractor shall provide the full spectrum of operations and maintenance support to the RMS ISEA to include design, safety, test support, technical documentation, specifications and standards, performance and maintenance data analysis, maintenance engineering, computer hardware and software support, installation, Fleet engineering support, training and manning, Integrated Logistics Support (ILS), data management, configuration management, supply support and repair facilities support as amplified in the following paragraphs.

3.2.1 SYSTEM RE-DESIGN AND ENGINEERING SUPPORT.

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(a) Assess System Performance. The Contractor shall technically support the ISEA to: measure RMS system performance against the operational requirements; use Distance Support and Remote Monitoring to analyze operational performance data and predict system faults before they happen; use feedback to continuously update and improve shipboard diagnostic and prognostic capability. Isolate design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet maintainability and reliability requirements; analyze operational and maintenance performance data to ensure that maximum computer software capability is present within the RMS capability to support the combat system/platform; and provide recommendations that translate into detailed change proposals.

(b) Product Baseline Maintenance Support. The Contractor shall provide technical and engineering assistance to the RMS ISEA to address RMS issues as follows: to address hardware and software problems, the Contractor shall analyze system and component failure data and recommend equipment or system hardware and software corrections or improvements to resolve recurrent or high cost failures, develop engineering changes and/or alterations to provide required improvements, provide for failed-part and software trouble report analysis, and provide technical support for associated supply system procurement actions; to address RMS obsolescence, the Contractor shall use established tools to monitor the projected availability of system components and conduct engineering investigations to identify alternative parts and incorporate the replacement parts into the product baseline when availability, existing inventory, and system end-of-life don't match; to address technical documentation, the Contractor shall review engineering changes and/or alterations for their impact on performance, reliability, maintainability, availability, logistic support, safety and life cycle cost; and to address training and manning, the Contractor shall monitor training and the training material for technical content, make recommendations to improve manning requirements and development of trained personnel, and provide for updating and review of training material required as a result of equipment design and logistic support changes.

3.2.2 SYSTEM SAFETY SUPPORT.

The Contractor shall technically support the ISEA in maintaining the System Safety Program Plan and Hazard Analyses. Regarding safety incidents, the Contractor shall technically support the conduct of mishap investigations, analyze safety deficiency reports and assess results of failure analyses and mishap investigations, and support preparation of recommended corrective actions. The Contractor shall conduct safety reviews of proposed engineering changes, new operating and maintenance procedures and system changes to ensure that the procedure warnings and cautions are adequate and required safety is not degraded.

3.2.3 LOGISTICS SUPPORT.

The Contractor shall support the ISEA to use Distance Support and Remote Monitoring Diagnostic and Prognostic capabilities to maintain high operational readiness by having materials in the right place to effect corrective actions before parts fail. The Contractor shall evaluate the effectiveness of implemented logistics support, updating the Integrated Logistics Support Plans, Level of Repair Analysis, and other ILS documentation to support the ISEA in maintaining the ILSP.

To maintain provisioning effectiveness, the Contractor shall evaluate the effectiveness of implemented provisioning support using established reporting systems to determine whether equipment is properly supported to meet its operational requirements, update provisioning concepts, maintain the Supply Support Management Plan (SSMP), and prepare Program Support Data (PSD) Sheets as required, evaluate provisioning support problems and recommend provisioning support changes in order to produce life cycle cost savings, recommend adjustments to provisioning allowances when and where necessary, and provide technical support for supply system procurement actions.

To maintain maintenance effectiveness, the Contractor shall evaluate the effectiveness of implemented maintenance concepts using established reporting systems to determine whether equipment is properly supported to meet its maintainability and reliability requirements, update maintenance concepts and criteria for all levels of maintenance during the equipment/system life cycle, ensure documentation (technical manuals, maintenance requirement cards, repair standards, specifications, test procedures, etc.) remains technically accurate and adequate to accomplish maintenance tasks at all maintenance levels, review and maintain current technical criteria that prescribe the scope, depth and frequency of maintenance and inspections to be performed, review military essentiality code criteria governing condition coding, and Source, Maintenance and Recoverability codes, and support demilitarization and recommended improvements, review and recommend improvements to test procedures, general and special purpose test equipment, tools, jigs, and fixtures, review adequacy of shipboard electronic workshops, standard workshop

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plans and tool allowances and recommend improvements, and Develop recommendations for the establishment or improvement of facilities, documentation, support equipment, training, and manning to assure continuing fleet support.

To support Configuration Management and Control, the Contractor shall technically support the maintenance of an established Configuration Management Program and Configuration Status Accounting to ensure control of the hardware, computer program(s), and technical documentation baselines and provide a technical library and library services for collecting, storing, retrieving, distributing and accounting for all technical data.

3.2.4 TEST AND EVALUATION SUPPORT

The Contractor shall provide support to the ISEA for Proof and Test Alterations to include test jigs. To that end, the Contractor shall provide support for shipboard and land based test sites proofing of equipment alterations for evaluation of engineering design and logistic support items. The Contractor shall support Fleet tests, to include test planning and support Fleet test programs and INSURV trials. The Contractor shall supply parts and materials necessary to support test preparation, testing, maintenance, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.), 2) package and ship faulty components to Depot, and 3) replace or upgrade laboratory facilities or stock (including items such as zip disks, CDs, videotapes, camera film, printer cartridges, pens, paper, etc.). The Contractor shall maintain inventory of the test supply cabinets. The Contractor shall maintain both system and T&E support hardware inventories (i.e. labs, warehouses, and offices, etc.) and make inventories available for Government review upon request.

3.2.5 DIRECT FLEET SUPPORT AND RMC/IMA/DEPOT SUPPORT

The Contractor shall provide direct fleet support to include initial spares and repair parts as well as RMC/IMA, Depot support in support of the RMS ISEA. The Contractor shall use Distance Support wherever possible as the primary conduit with the Fleet. When available, this would include remote operation and diagnostics of in-service equipment. The Contractor shall support engineering investigations based upon requests by the Regional Maintenance Centers (RMC's) or depots and support engineering investigations or consultant engineering services (Tech Assists) that are beyond the skill, documentation, and resources capability of the Fleet, RMC's, or depots. Evaluation would include performance, maintainability, reliability, availability, and logistics support. The Contractor shall technically support with Corrective Actions and certification of repairs.

3.2.6 ALTERATION AND INSTALLATION SUPPORT

The Contractor shall provide alteration and installation support to include installation, test and check-out hardware. The Contractor shall utilize the established processes to develop corrective modifications and/or alterations while carefully assessing cost effectiveness.

The Contractor shall technically support the ISEA in converting approved ECPs into Ship/System Change Documents. The Contractor shall: critically examine installation design and physical layout for reliability, ease of maintenance and suitability to perform equipment or system changes; review and certify accuracy of equipment installation control drawings; review working plans for each ship class for compliance with installation control drawings and recommend changes as required; maintain and update general subsystem installation and alignment requirements from which the responsible installing agency can prepare detailed installation specifications and plans compatible with ship's class or individual ships, and providing engineering assistance and liaison during conduct of shipboard/shipyard installation and testing.

The Contractor shall technically support the ISEA in developing and conducting Pre-Alteration Inspections. The Contractor shall: develop and conduct pre-arrival shipyard inspections; and prepare and maintain procedures for checkout of subsystems to be installed, including system circuit tests, system operability tests, and quality assurance tests.

The Contractor shall technically support the ISEA in conducting Alteration Certification, checkout, and Quality Assurance. The Contractor shall: provide support to the conduct of alterations in accordance with approved processes; and monitor and verify first equipment installation in each ship class and follow-on ships against applicable equipment installation control drawing and recommend changes as required.

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3.2.7 ISEA MANAGEMENT SUPPORT

(a) The Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected ISEA programmatic documentation in support of RMS operation and maintenance. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e mail, fax, local guard mail, commercial carrier or hand delivery.

(b) The Contractor shall support NSWC PC RMS ISEA Organization in preparing periodic briefing materials and presentations from information provided by the Government (GFI). Developed briefing materials will be stored in the RMS electronic library.

(c) The Contractor shall update milestones in the NSWC PC Project and Business Management System (PBMS Lite) or equivalent, shall be able to view information via the Corporate Database Website (CDBWeb) and shall provide an electronic report of PBMS Lite data in the status reports as required. A non-disclosure agreement will be required for this contractor support. Deliverables shall include one color printout with an electronic copy on the RMS Technical Library.

(d) Conference Support. The Contractor shall provide conference rooms for meetings and phone lines or computer links to support phone or web-based conferences as required

3.3 RMS ISEA Support (OPN)

The Contractor shall provide the full spectrum of procurement support to the RMS ISEA to include design, safety, test support, technical documentation, specifications and standards, performance and maintenance data analysis, maintenance engineering, computer hardware and software support, installation, Fleet engineering support, training and manning, Integrated Logistics Support (ILS), data management, configuration management, supply support and repair facilities support as amplified in the following paragraphs.

3.3.1 SYSTEM RE-DESIGN AND ENGINEERING SUPPORT.

(a) Assess System Performance. The Contractor shall technically support the ISEA to: measure RMS system performance against the operational requirements; use Distance Support and Remote Monitoring to analyze operational performance data and predict system faults before they happen; use feedback to continuously update and improve shipboard diagnostic and prognostic capability. Isolate design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet maintainability and reliability requirements; analyze operational and maintenance performance data to ensure that maximum computer software capability is present within the RMS capability to support the combat system/platform; and provide recommendations that translate into detailed change proposals.

(b) Product Baseline Maintenance Support. The Contractor shall provide technical and engineering assistance to the RMS ISEA to address RMS issues as follows: to address hardware and software problems, the Contractor shall analyze system and component failure data and recommend equipment or system hardware and software corrections or improvements to resolve recurrent or high cost failures, develop engineering changes and/or alterations to provide required improvements, provide for failed-part and software trouble report analysis, and provide technical support for associated supply system procurement actions; to address RMS obsolescence, the Contractor shall use established tools to monitor the projected availability of system components and conduct engineering investigations to identify alternative parts and incorporate the replacement parts into the product baseline when availability, existing inventory, and system end-of-life don't match; to address technical documentation, the Contractor shall review engineering changes and/or alterations for their impact on performance, reliability, maintainability, availability, logistic support, safety and life cycle cost; and to address training and manning, the Contractor shall monitor training and the training material for technical content, make recommendations to improve manning requirements and development of trained personnel, and provide for updating and review of training material required as a result of equipment design and logistic support changes.

3.3.2 SYSTEM SAFETY SUPPORT.

The Contractor shall technically support the ISEA to maintain the System Safety Program Plan and Hazard Analyses. Regarding safety incidents, the Contractor shall technically support in the conduct of mishap investigations, analyze

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safety deficiency reports and assess results of failure analyses and mishap investigations, and support preparation of recommended corrective actions. The Contractor shall conduct safety reviews of proposed engineering changes, new operating and maintenance procedures and system changes to ensure that the procedure warnings and cautions are adequate and required safety is not degraded.

3.3.3 LOGISTICS SUPPORT.

The Contractor shall support the ISEA to use Distance Support and Remote Monitoring Diagnostic and Prognostic capabilities to maintain high operational readiness by having materials in the right place to effect corrective actions before parts fail.

The Contractor shall continuously evaluate the effectiveness of implemented logistics support, updating the Integrated Logistics Support Plans, Level of Repair Analysis, and other ILS documentation to technically support the ISEA in maintaining the ILSP.

To maintain provisioning effectiveness, the Contractor shall support the evaluation of the effectiveness of implemented provisioning support using established reporting systems to determine whether equipment is properly supported to meet its operational requirements, update provisioning concepts, maintain the Supply Support Management Plan (SSMP), and prepare Program Support Data (PSD) Sheets as required, evaluate provisioning support problems and recommend provisioning support changes in order to produce life cycle cost savings, recommend adjustments to provisioning allowances when and where necessary, and provide technical support for supply system procurement actions.

To maintain maintenance effectiveness, the Contractor shall evaluate the effectiveness of implemented maintenance concepts using established reporting systems to determine whether equipment is properly supported to meet its maintainability and reliability requirements, update maintenance concepts and criteria for all levels of maintenance during the equipment/system life cycle, ensure documentation (technical manuals, maintenance requirement cards, repair standards, specifications, test procedures, etc.) remains technically accurate and adequate to accomplish maintenance tasks at all maintenance levels, review and maintain current technical criteria that prescribe the scope, depth and frequency of maintenance and inspections to be performed, review military essentiality code, criteria governing condition coding, and Source, Maintenance and Recoverability codes, and support demilitarization and recommended improvements, review and recommend improvements to test procedures, general and special purpose test equipment, tools, jigs, and fixtures, review adequacy of shipboard electronic workshops, standard workshop plans and tool allowances and recommend improvements, and Develop recommendations for the establishment or improvement of facilities, documentation, support equipment, training, and manning to assure continuing fleet support.

To support Configuration Management and Control, the Contractor shall technically support the maintenance of an established Configuration Management Program and Configuration Status Accounting to ensure control of the hardware, computer program(s), and technical documentation baselines and provide a technical library and library services for collecting, storing, retrieving, distributing and accounting for all technical data.

3.3.4 TEST AND EVALUATION SUPPORT.

The Contractor shall provide support to the ISEA for Proof and Test Alterations to include test jigs. To that end, the Contractor shall provide support for shipboard and land based test sites proofing of equipment alterations for evaluation of engineering design and logistic support items. The Contractor shall support Fleet tests, to include test planning and support Fleet test programs and INSURV trials. The Contractor shall supply parts and materials necessary to support test preparation, testing, maintenance, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.), 2) package and ship faulty components to Depot, and 3) replace or upgrade laboratory facilities or stock (including items such as zip disks, CDs, videotapes, camera film, printer cartridges, pens, paper, etc.). The Contractor shall maintain inventory of the test supply cabinets. The Contractor shall maintain both system and T&E support hardware inventories (i.e. labs, warehouses, and offices, etc.) and make inventories available for Government review upon request.

3.3.5 DIRECT FLEET SUPPORT AND RMC/IMA/DEPOT SUPPORT.

The Contractor shall provide direct fleet support and RMC/IMA, Depot support in support of the RMS ISEA. The

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Contractor shall use Distance Support wherever possible as the primary conduit with the Fleet. When available, this would include remote operation and diagnostics of in-service equipment. The Contractor shall support engineering investigations based upon requests by the Regional Maintenance Centers (RMC's) or depots and support engineering investigations or consultant engineering services (Tech Assists) that are beyond the skill, documentation, and resources capability of the Fleet, RMC's, or depots. Evaluation would include performance, maintainability, reliability, availability, and logistics support. The Contractor shall technically support with Corrective Actions and certify repairs.

3.3.6 ALTERATION AND INSTALLATION SUPPORT.

The Contractor shall provide alteration and installation support. The Contractor shall utilize the established processes to develop corrective modifications and/or alterations while carefully assessing cost effectiveness.

The Contractor shall technically support the ISEA in converting approved ECPs into Ship/System Change Documents. The Contractor shall: critically examine installation design and physical layout for reliability, ease of maintenance and suitability to perform equipment or system changes; review and certify accuracy of equipment installation control drawings; review working plans for each ship class for compliance with installation control drawings and recommend changes as required; maintain and update general subsystem installation and alignment requirements from which the responsible installing agency can prepare detailed installation specifications and plans compatible with ship's class or individual ships, and providing engineering assistance and liaison during conduct of shipboard/shipyard installation and testing.

The Contractor shall technically support the ISEA in developing and conducting Pre-Alteration Inspections. The Contractor shall: develop and support pre-arrival shipyard inspections; and prepare and maintain procedures for checkout of subsystems to be installed, including system circuit tests, system operability tests, and quality assurance tests.

The Contractor shall technically support the ISEA in conducting Alteration Certification, checkout, and Quality Assurance. The Contractor shall: provide support to the conduct of alterations in accordance with approved processes; and monitor and verify first equipment installation in each ship class and follow-on ships against applicable equipment installation control drawing and recommend changes as required.

3.3.7 ISEA MANAGEMENT SUPPORT

(a) The Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected ISEA programmatic documentation in support of RMS operation and maintenance. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e mail, fax, local guard mail, commercial carrier or hand delivery.

(b) The Contractor shall support NSWC PC RMS ISEA Organization in preparing periodic briefing materials and presentations from information provided by the Government (GFI). Developed briefing materials will be stored in the RMS electronic library.

(c) The Contractor shall update milestones in the NSWC PC Project and Business Management System (PBMS Lite) or equivalent, shall be able to view information via the Corporate Database Website (CDBWeb) and shall provide an electronic report of PBMS Lite data in the status reports as required. A non-disclosure agreement will be required for this contractor support. Deliverables shall include one color printout with an electronic copy on the RMS Technical Library.

(d) The Contractor shall provide conference rooms for meetings and phone lines or computer links to support phone or web-based conferences as required.

3.4 TRAVEL

The Contractor shall be required to travel to Washington, D.C. and other locations as specified by the Task Order Manager. 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.

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3.5 STATUS REPORTS

The Contractor shall deliver a monthly status report that identifies work accomplished, percent completion, funds expended, hours expended, problem areas, recommendations, and work planned for the next period.

4.0 GOVERNMENT FURNISHED INFORMATION

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 e-mail 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., FUOU, 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 will be from award of the task order through 04 April 2009. There will be an option for an additional 3 years of support.

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. [Contractor will provide COMSEC support IAW NSA/CSS Policy 3-16 as needed to include account management support, training of users \(hand receipt holders\), handling and protection, management, issuance, retrieval, and destruction of COMSEC materials.](#)

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.

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DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES ONLY;

ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, NAVAL WARFARE CENTER PANAMA CITY, ATTN: CODE A21 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 data (technical, financial, personnel) provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the services to be performed under this delivery order may not be disclosed by any means without prior approval in writing by Code A21 Branch Head. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by a foreign national or any other person or entity, publication of technical or scientific papers or any other public release. The Contractor will preclude access by any person or entity not authorized access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The standards for performance, the acceptable quality level (AQL), performance monitoring plan pertinent to this order are defined below. The Government Technical POC will report the quality of performance to the PCO at the completion of the order or sooner if required to correct less than satisfactory performance.

Required Service:	Tasks performed on time
Standard:	Performed or before due date
AQL Requirement:	Performed on time, verification of delivery
Method of Surveillance:	Technical POC
Quality of Service:	No rework required
Acceptable Quality:	No major errors, databases maintained and up to date.
Correspondence:	Items properly routed
Technical POC:	Review of service results

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

(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.

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(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 three years after completion of performance of this contract.

(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 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 9.505-2, 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

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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

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 324007-7018

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

PERIOD OF PERFORMANCE

The Period of Performance is extended through 4 April 2012.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
Marlene M. Davidson, B31
Naval Surface Warfare Center
110 Vernon Avenue
Panama City, FL 32407
marlene.davidson1@navy.mil
850-230-7084

Task Order Manager (TOM)
Joe Pippin, Code A14
Naval Surface Warfare Center
110 Vernon Avenue
Panama City, FL 32407
Joseph.Pippin@navy.mil
850-234-4016

INVOICING INSTRUCTIONS

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

Accounting Data

SLINID	PR Number	Amount
100001	70860949	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0701315		
300001	70860955	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0701315		

BASE Funding
Cumulative Funding

MOD 01

100002	72073154
LLA :	
AB 1751810 72LV 312 SASLM 0 068342 2D 000000 LV0640000000	
RCP # N0002407WX30637	

100003 72131704

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LLA :
AC 1751810 72LV 251 SASLM 0 068342 2D 000000 LV0640000000
RCP # N0002407WX30539

300002 72073164

LLA :
AC 1751810 72LV 251 SASLM 0 068342 2D 000000 LV0640000000
RCP # N0002407WX30539

MOD 01 Funding
Cumulative Funding

MOD 02

300003 72336920

LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 36ATY0ZA03YE

MOD 02 Funding
Cumulative Funding

MOD 03

100004 72421335

LLA :
AE 1771804 8D3D 253 SASLM 0 068342 2D 000000 13DM80000M80
RCP # N0002407WX01235

300004 72421338

LLA :
AE 1771804 8D3D 253 SASLM 0 068342 2D 000000 13DM80000M80
Standard Number: RCP # N0002407WX01235

MOD 03 Funding
Cumulative Funding

MOD 04

100005 72671262

LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4N0770061

100006 72671274

LLA :
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1J0708001

100007 726712812

LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1P0606192

300005 72671267

LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4N0770061

MOD 04 Funding
Cumulative Funding

MOD 05

100008 73041161

LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0802410

300006 73132976

LLA :
AK 1771319 74NV 252 SASLM 0 068343 2D 005120 Q02600000010
Standard Number: RCP# N0002408WX11153

MOD 05 Funding
Cumulative Funding

MOD 06

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100009 73400418
 LLA :
 AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1R0802410

300007 73400416
 LLA :
 AK 1771319 74NV 252 SASLM 0 068343 2D 005120 Q02600000010
 Standard Number: RCP # N0002408WX11153 ACRN AA
 RCP # N0002408WX11153 ACRN AA

MOD 06 Funding
 Cumulative Funding

MOD 07

100010 73533271
 LLA :
 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4J0803112

100011 73533264
 LLA :
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1K080A202

300008 73533268
 LLA :
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1K080A202

MOD 07 Funding
 Cumulative Funding

MOD 08

100012 80366890
 LLA :
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1J0708001

MOD 08 Funding
 Cumulative Funding

MOD 09

100013 80513166
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0811341

MOD 09 Funding
 Cumulative Funding

MOD 10

100014 80703003
 LLA :
 AQ 1781810 88JC 253 SASLM 0 068342 2D 000000 JC2LV0000000
 Standard Number: RCP# N0002408WX30673 ACRN AA

300009 80733006
 LLA :
 AQ 1781810 88JC 253 SASLM 0 068342 2D 000000 JC2LV0000000
 Standard Number: N0002408WX30673 ACRN AA

MOD 10 Funding
 Cumulative Funding

MOD 11

100015 80944602
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0800342

100016 80944621
 LLA :

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AZ 1781319 74NV 253 SASLM 0 068342 2D 005120 Q02600000010
Standard Number: N0002408WX12036 ACRN:AA

100017 80944622

LLA :

AK 1771319 74NV 252 SASLM 0 068342 2D 005120 Q02600000010
Standard Number: N0002408WX11153 ACRN:AA

100018 80944641

LLA :

AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0801005

100019 80944643

LLA :

AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1B0802061

100020 80944662

LLA :

AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1N0801091

100021 80944663

LLA :

AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1J0810070

MOD 11 Funding
Cumulative Funding

MOD 12

100022 81351387

LLA :

AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0808001

100023 81351362

LLA :

AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0802510

100024 81351383

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0803260

100025 81351385

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0803260

300010 81351390

LLA :

AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1B0802061

MOD 12 Funding
Cumulative Funding

MOD 13

100022 81351387

LLA :

AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0808001

300011 81351387

LLA :

AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0808001

MOD 13 Funding
Cumulative Funding

MOD 14

100026 81833801

LLA :

BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0801201
Funding in the amount of for section 3.3 RMS ISEA Support.

300012 81833882

LLA :

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AQ 1781810 88JC 253 SASLM 0 068342 2D 000000 JC2LV0000000
Standard Number: N0002408WX30673 ACRN:AA
Funding in the amount of PR number 81833882.

MOD 14 Funding 144500.00
Cumulative Funding

MOD 15

100027 81992387
LLA :
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0802520
Funding in the amount of for section 3.2 ISEA Support. PR# 81992387 (OMN)

MOD 15 Funding
Cumulative Funding

MOD 16

100028 82002784
LLA :
BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1J0808001
Funding in the amount of for section 3.2 RMS ISEA Support - 3.2.3 & 3.2.6).
PR# 82002784 (OMN)

MOD 16 Funding
Cumulative Funding 2590931.00

MOD 17

300013 82002786
LLA :
BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1J0808001
Funding in the amount of PR number 82002786. (OMN)

MOD 17 Funding
Cumulative Funding

MOD 18

100029 82214906
LLA :
AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1R0800342
Funding in the amount of for section 3.1.2 T&E Support. PR#
82214906(RDT&E)

MOD 18 Funding
Cumulative Funding

MOD 19

100030 82565600
LLA :
BD LLA:97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K0803020
Funding in the amount of for section 3.2 ISEA support. PR# 82565600(OMN)

300014 82565683
LLA :
BD LLA:97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K0803020
Funding in the amount of PR number 82565683.

MOD 19 Funding
Cumulative Funding

MOD 20

100031 82893958
LLA :
AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0801005

100032 82893973

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

In accordance with ARINC's proposal dated 16 Feb 07, ARINC is committed to providing the lowest possible pass through to the Government. ARINC has stated that any increase in the burdens that comprise their pass through rate will be absorbed by ARINC in their profit. ARINC is committed to minimizing cost of performance and actively pursues effective cost control methods; passing realized cost savings to the Government. ARINC will employ proven cost savings methods such as on-site relocation of staff, training, mentoring and succession planning, and travel cost reductions throughout the life of their SEAPORT-E contract.

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

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 37,180 (annually) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of

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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 52.232-20) 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

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

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

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

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

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

TECHNICAL GUIDANCE

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

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the 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 Section I clauses are contained in the Basic MAC document.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification, DD Form 254, 4 pages, dated 23 Apr 07

Exhibit A, Contract Data Requirements List (CDRLS), DD Form 1423 6 pages, dated

16 Nov 06