

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE 25-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. 00076704		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 oren.gilbert@navy.mil 850-235-4065	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-HR15
CAGE CODE 1WAV4	FACILITY CODE 075916762
10B. DATED (SEE ITEM 13) 25-Sep-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)
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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.232-22 - LIMITATION OF FUNDS
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jan-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

AUTHORITY: FAR 52.232-22 LIMITATION OF FUNDS

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

- A. Funding in the amount of is hereby obligated for this task order.
In section B of the contract, informational line items 100133 is added as follows:

SLIN 100133 PR# 00076704 ACRN: BV

- B. In section G of the contract, under ACCOUNTING AND APPROPRIATION DATA ACRN BV is added as follows:

SLIN 100133 PR# 00076704 ACRN: BV
LLA:97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M1000822

- C. The funding profile for CLIN 1001 is updated as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
Est. Cost:			
Fixed Fee:			
Total:			

- D. The Contract Specialist listed in Section G, "Contract Administration Data" is changed from Phil Morris to Oren Gilbert.
- E. Except as provided by this Task Order modification, all terms and conditions of this task order remain unchanged and in full force and effect.

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100133	RDT&E			

The total value of the order is hereby increased by

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	SEE FAR 16.306(d)(2) Term Form Task Order Provide services for Mine Warfare Tactics Support, per Section C Statement of Work, DD Form 254 and the Contract Data Requirements List (CDRL. (O&MN) (O&MN,N)			
100001	INCREMENTAL FUNDING PR 72956479 (O&MN,N)			
100002	INCREMENTAL FUNDING PR 72956483 (O&MN,N)			
100003	INCREMENTAL FUNDING PR 72926236 (O&MN,N)			
100004	INCREMENTAL FUNDING PR 73471702 (O&MN,N)			
100005	INCREMENTAL FUNDING PR 73553716 IN SUPPORT OF SOW PARAGRAPH 3.1.3 (O&MN,N)			
100006	INCREMENTAL FUNDING PR 80420641 (O&MN,N)			
100007	INCREMENTAL FUNDING PR 80723644 (O&MN,N)			
100008	INCREMENTAL FUNDING PR 80850050 (O&MN,N)			
100009	INCREMENTAL FUNDING PR 80850093 IN SUPPORT OF SOW PARAGRAPH 3.1.3			

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(O&MN,N)

- 100010 INCREMENTAL
FUNDING PR
81143082 IN
SUPPORT OF SOW
PARAGRAPH 3.1.3
(O&MN,N)
- 100011 INCREMENTAL
FUNDING PR
81771747
(O&MN,N)
- 100012 INCREMENTAL
FUNDING PR
82002455
(O&MN,N)
- 100013 INCREMENTAL
FUNDING PR
82182858
(O&MN,N)
- 100014 INCREMENTAL
FUNDING PR
82491726
(O&MN,N)
- 100015 INCREMENTAL
FUNDING PR
83015230
(O&MN,N)
- 100016 INCREMENTAL
FUNDING PR
83361362
(O&MN,N)
- 100017 INCREMENTAL
FUNDING PR
83096263
(O&MN,N)
- 100018 INCREMENTAL
FUNDING PR
83361422
(O&MN,N)
- 100019 INCREMENTAL
FUNDING PR
90166882 (O&MN,N)
- 100020 INCREMENTAL
FUNDING PR
90238902 (O&MN,N)
- 100021 INCREMENTAL
FUNDING PR
90655282 (O&MN,N)
- 100022 INCREMENTAL
FUNDING PR
91245422 (O&MN,N)

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100023 INCREMENTAL
FUNDING PR
91388267 (O&MN,N)

100024 INCREMENTAL
FUNDING PR
91815541 (O&MN,N)

100025 PR 92252271
ACRN:BK
(O&MN,N)

100026 PR 92585833
ACRN:BS
(O&MN,N)

1001 SEE FAR
16.306(d)(2)
Term Form Task
Order
Provide services
for Mine Warfare
Tactics Support,
per Section C
Statement of
Work, DD Form
254, and the
Contract Data
Requirements List
(CDRL). (RDT& E)
(RDT&E)

100101 PR 63130185
(RDT&E)

100102 INCREMENTAL
FUNDING PR
72926086 (RDT&E)

100103 INCREMENTAL
FUNDING PR
72926107 (RDT&E)

100104 INCREMENTAL
FUNDING PR
73183541 (RDT&E)

100105 INCREMENTAL
FUNDING PR
73388704 (RDT&E)

100106 INCREMENTAL
FUNDING PR
80118222 (RDT&E)

100107 INCREMENTAL
FUNDING PR
80118223 (RDT&E)

100108 INCREMENTAL
FUNDING PR
80294187 (RDT&E)

100109 INCREMENTAL
FUNDING PR

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80253501 (RDT&E)

100110 INCREMENTAL
FUNDING PR
80315482 (RDT&E)

100111 INCREMENTAL
FUNDING PR
80723629 (RDT&E)

100112 INCREMENTAL
FUNDING PR
80850084 (RDT&E)

100113 INCREMENTAL
FUNDING PR
81518181 (RDT&E)

100114 INCREMENTAL
FUNDING PR
81771740
IN SUPPORT OF SOW
PARAGRAPH 3.2.1
AND 3.2.4.
(RDT&E)

100115 INCREMENTAL
FUNDING PR
81771752
(RDT&E)

100116 INCREMENTAL
FUNDING PR
81833407
(RDT&E)

100117 INCREMENTAL
FUNDING PR
82278000
(RDT&E)

100118 INCREMENTAL
FUNDING PR
82428052
(RDT&E)

100119 INCREMENTAL
FUNDING PR
82428034
(RDT&E)

100120 INCREMENTAL
FUNDING PR
82428047
(RDT&E)

100121 INCREMENTAL
FUNDING PR
82944442
(RDT&E)

100122 INCREMENTAL
FUNDING PR
90054766 (RDT&E)

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100123 INCREMENTAL
FUNDING PR
90136041 (RDT&E)

100124 INCREMENTAL
FUNDING PR
90166832 (RDT&E)

100125 INCREMENTAL
FUNDING PR
90553903 (RDT&E)

100126 INCREMENTAL
FUNDING PR
91592010 in
support of SOW
Para 3.1.6 for
Systems
Engineering
Support (RDT&E)

100127 INCREMENTAL
FUNDING PR
91592003 (RDT&E)

100128 PR 92585836
ACRN: BH
(RDT&E)

100129 PR 92585834
ACRN: BG
(RDT&E)

100130 ALLOCATED TO SLIN
100026 (RDT&E)

100131 PR 92585832
ACRN: BT
(RDT&E)

100132 PR 93092104
ACRN: BU
(RDT&E)

100133 PR 00076704

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other direct costs required to perform the effort under Clin 1000. (TBD) (O&MN,N) (O&MN,N)			
300001	INCREMENTAL FUNDING PR 72926239 (O&MN,N)			
300002	INCREMENTAL			

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FUNDING PR
72956480 (O&MN,N)

300003 INCREMENTAL
FUNDING PR
72956485 (O&MN,N)

300004 INCREMENTAL
FUNDING PR
73553720 IN
SUPPORT OF SOW
PARAGRAPH 3.1.3
(O&MN,N)

300005 INCREMENTAL
FUNDING PR
80106601 (O&MN,N)

300006 INCREMENTAL
FUNDING PR
82183240
(O&MN,N)

300007 INCREMENTAL
FUNDING PR
90301383
(O&MN,N)

300008 INCREMENTAL
FUNDING PR
90655286 (O&MN,N)

300009 INCREMENTAL
FUNDING PR
91245428 (O&MN,N)

3001 Other direct
costs required to
perform the
effort under Clin
1001 (RDT&E)
(RDT&E)

300101 INCREMENTAL
FUNDING PR
73183544 (RDT&E)

300102 INCREMENTAL
FUNDING PR
80106593 IN
SUPPORT OF SOW
PARAGRAPH 3.1.1
(RDT&E)

300103 INCREMENTAL
FUNDING PR
80315502 (RDT&E)

300104 INCREMENTAL
FUNDING PR
80106593 IN
SUPPORT OF SOW
PARAGRAPH 3.1.1
(RDT&E)

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300105 INCREMENTAL
FUNDING PR
81518186 (RDT&E)

300106 INCREMENTAL
FUNDING PR
83015240 (RDT&E)

300107 INCREMENTAL
FUNDING PR
90054781 (RDT&E)

300108 INCREMENTAL
FUNDING PR
90136042 (RDT&E)

300109 INCREMENTAL
FUDNING PR
90166833 (RDT&E)

300110 INCREMENTAL
FUNDING PR
90206982
(RDT&E)

300111 INCREMENTAL
FUNDING PR
90553904 (RDT&E)

300112 PR 92585830
ACRN:BH
(RDT&E)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	SEE FAR 16.306(d)(2) Term Form Task Order				
	Provide services for Mine Warfare Tactics Support, per Section C Statement of Work, DD Form 254, and the Contract Data Requirements List (CDRL) (O&MN,N) (O&MN,N) Option				
4001	SEE FAR 16.306(d)(2) Term Form Task Order				
	Provide services for Mine Warfare Tactics Support, per Section C				

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Statement of
Work, DD Form
254, and the
Contract Data
Requirements List
(CDRL). (RDT& E)
(RDT&E)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	Other direct costs required to perform the effort under Clin 4000. (TBD) (O&MN)) (O&MN,N) Option	
6001	Other direct costs required to perform the effort under CLIN 4001. (TBD) (RDT&E) (RDT&E) Option	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

09 January 2007

STATEMENT OF WORK FOR

MINE WARFARE TACTICS SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) Code HA12 is responsible for developing, validating, promulgating, and updating tactical documentation relating to MIW systems for the Fleet. This work includes responsibilities to collect, review, and analyze all current and future airborne, surface, subsurface, and organic tactics for MIW operations. Code HA12 provides direct Fleet support for Airborne Mine Countermeasures (AMCM), Surface Mine Countermeasures (SMCM), Underwater Mine Countermeasures (UMCM), Integrated Mine Countermeasures (IMCM), Littoral Combat Ship (LCS), and other MIW programs. Tactical information can be found in various forms and within such documents as: Concept of Operations (CONOPS), Test and Evaluation Master Plans (TEMPS); system technical manuals; Naval Warfare Publications (NWP); Naval Tactics Techniques and Procedures (NTTPs), Allied Tactical Publications (ATPs), and reports. This Statement of Work specifies the requirements for the contractor to provide a level of effort to support NSWC PC Code HA12 in accomplishing these requirements.

2.0 APPLICABLE DOCUMENTS

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

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

2.1 Military Specifications: None

2.2 Military Standards: None

2.3 Other Documents:

(a) Navy Tactical Reference Publication (NTRP) 3-15.41

3.0 REQUIREMENTS

3.1 Operational and Maintenance (O&MN) Funded Requirements

3.1.1 Tactics Documentation and Analysis Support

The contractor shall provide support in the creation of new tactics documentation for MIW systems. The contractor shall prepare updates to current and future AMCM, UMCM, SMCM, and IMCM MIW Tactical Memoranda (TACMEMOs) and documents based on validations, review comments, and Fleet inputs. The contractor shall provide periodic updates to other current tactics documentation including CONOPS, TEMPS, system technical manuals; NWP associated with MCM, test plans and reports, white papers, FBEs, curriculum updates, and information associated with MEDAL. The contractor shall identify tactical deficiencies and differences resulting from the review of current system tactics and documentation. System reviews will be documented and provided to the Government.

The contractor shall provide updates to Navy Tactical Reference Publication (NTRP) 3-15.41 and other relative MIW tactical publications based on Fleet directives, applicable ATPs, and new software releases of MEDAL.

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The contractor shall support development and execution of analyses in support of tactics development for SMCM, AMCM, UCMC, and IMCM. The contractor is authorized to procure special software (such as Matlab, SigmaPlot, etc.) that may be required to support these analyses.

3.1.2 Fleet Support

The contractor shall support NSWC PC efforts in the area of Fleet support. In-theater specific exercise events will be conducted in a joint effort between the Fleet and the NSWC-PC. The contractor shall support the planning, scheduling, coordinating, training, curriculum development, and conducting of these events. The purpose of these events will be to facilitate development and accuracy of tactics using actual Fleet resources. These events will also serve as an opportunity for training Fleet personnel on experimental tactics, techniques, and procedures (TTPs). The contractor shall review the in-theater exercise reports, provide analysis, observations, recommendations to tactical doctrine, training curriculum, and after action reports.

3.1.3 Minesweeping Support

The contractor shall support the installation and test of the Dyad, Advanced Acoustic Generator (AAG), Organic Airborne and Surface Influence Sweep (OASIS), 5A/C sweep tow test, and M-MK7 sweep test. The contractor shall support development of rigging requirements, sweep configurations, and the equipment suite list, in support of these tests. The contractor shall develop, attend, and support Fleet and logistics support meetings.

The contractor shall support the installation and test of the recently designed and developed magnetic cable. The contractor's background and knowledge in streaming and recovering of cables shall be utilized to ensure the safety of personnel involved in the test and to ensure that a complete and thorough test of the replacement cable is conducted.

The contractor shall provide In-Service Engineering Agent (ISEA) support, providing support for the updating of AN/SLQ-37(V) Influence Minesweeping System and AN/SLQ-38 Mechanical Minesweeping System documentation in the areas of training, provisioning, and technical manuals. This work will be performed in accordance with the specific schedules provided as government furnished information.

3.1.4 Systems Analysis Support

The Contractor shall provide to Code HA12, operational and tactical assessments, system performance evaluations, integrated operation review, and recommendations relative to the performance of SMCM, UCMC, AMCM, and IMCM systems in the operational environment, as requested. Assessments shall include effectiveness analysis of any supporting training evolutions and enhancement recommendations for operational and tactics training at all levels in the Helicopter Mine Countermeasures (HM) squadrons. Systems analysis support shall also include the preparation of tactics reports and related publications that document SMCM, UCMC, AMCM, and IMCM systems and subsystems operation, tactics, and performance. It is estimated that approximately three publications per year for each year of the period of performance, such as Tactics Reports, Studies, and TACMEMOs, will be prepared during the course of this delivery order.

NSWC PC Code HA12 is also responsible for documenting algorithmic descriptions for other tactics software programs requiring MEDAL integration. The Contractor shall provide systems analysis support to this effort by assisting in the conduct of independent analysis, collection, and analysis of algorithmic description data, and development of associated requirements documentation. The Contractor shall also assist in the documentation of requirements and conversion algorithms used in MEDAL applications.

3.1.5 MIW Theory Support

The contractor shall support NSWC PC efforts in the area of MIW theory. The purpose of theory development is to update theory to reflect the advent of Organic and Littoral Systems. In addition MIW theory will be integrated into joint warfare with the advent of Risk Based Planning (RBP) and analyses. The contractor shall support the algorithmic development, software integration, and management of all MIW theory support. The contractor shall review the theory reports, and provide analysis, observations, and recommendations to tactical doctrine.

3.1.6 Systems Engineering Support

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Code HA12 will conduct periodic data collection efforts for proposed tactics and for verification and validation of new tactics. The Contractor shall provide systems engineering support to NSWC PC by monitoring testing, conducting independent analysis, collecting and analyzing data, supporting NSWC PC analysis, and developing test documentation for data collection that will take place during the period of performance. Anticipated data collection efforts will be required during at least one local area tactical analysis test. Deliverables shall include technical reports documenting data collection results and any required analysis conducted.

3.1.7 Tactics Continuum Support

The Contractor shall prepare presentation materials for the Tactics Continuum and shall provide support during the course by operating the presentation equipment and assisting with Continuum administration. The Contractor shall prepare approximately 20 attendee handouts in black and white for note taking purposes. Additionally, the Continuum presentation shall be prepared for showing using electronic media (electronic presentation software, digital videos, digital sound). Copies of the presentation may be prepared for distribution using high capacity storage media such as CDROM. The contractor will be required to provide presentation materials for the Continuum (paper, ink cartridges, Zip disks, pen drives, CDs, sheet protectors, binders, etc.). In addition, the contractor is authorized to procure presentation enhancement software required to support the delivery of the Continuum, such as MacroMedia Flash.

3.1.8 General Technical Support for MIW Tactics Programs

The contractor shall provide technical and analytical support personnel to support other emerging tactics programs as required. This may include tactics documentation, analysis, and Fleet operations support. The personnel may be required to ride both small boats and large ships during operations. The support personnel will also be involved in development, writing, editing, and evaluation of TACMEMOs, reports, and studies.

3.1.9 Meeting and Presentation Support

As required, the Contractor shall provide top-level briefing material. The viewgraphs will be prepared in Microsoft® PowerPoint and shall illustrate program accomplishments to date, issues, and tasks scheduled for completion within the fiscal year. There will be approximately 50 viewgraphs per quarter. The Contractor shall prepare the presentation from information provided by government furnished information (GFI). The contractor is shall provide miscellaneous materials as required for each presentation (color copies/ink cartridges, sheet protectors, binders, etc). It is anticipated that approximately two briefings, static displays, or automated presentations will be prepared every three months.. The contractor shall coordinate and host program meetings via telephone conference or online meetings via WebEx. In addition the contractor will be responsible to preparation and documentation of meeting minutes and associated action items (AIs).

3.1.10 Travel

Travel to the following locations is anticipated during the base and option periods in the performance of this delivery order: Ingleside, Texas; Norfolk, Virginia; San Diego, California; Washington, DC; Mechanicsburg, Pennsylvania; Monterey, California; Keyport, Washington; Newport, Rhode Island; Honolulu, Hawaii; United Kingdom; Bahrain; Sasebo, Japan; and Australia.

The number and duration of trips to each destination specified will be determined as program requirements dictate. Under no circumstance may the contractor travel to a destination other than one of those specified above without the express written consent of the task order manager (TOM).

3.2 Research, Development, Test & Evaluation (RDT&E) Funded Requirements

3.2.1 Tactics Documentation and Analysis Support

The contractor shall provide support in the creation of new tactics documentation for MIW systems. The contractor shall prepare updates to current and future AMCM, UCM, SMC, and IMCM MIW TACMEMOs and documents based on validations, review comments, and Fleet inputs. The contractor shall provide periodic updates to other current tactics documentation including CONOPS, TEMPs, system technical manuals; NWP associated with MCM,

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test plans and reports, white papers, FBEs, curriculum updates, and information associated with MEDAL. The contractor shall identify tactical deficiencies and differences resulting from the review of current system tactics and documentation. The contractor will support the development of tactics for AUVs and the LCS. System reviews will be documented and provided to the Government.

The contractor shall provide updates to NTRP 3-15.41 and other relative MIW tactical publications based on Fleet directives, applicable ATPs, and new software releases of MEDAL.

The contractor shall support development and execution of analyses in support of tactics development for SMCM, AMCM, UCMC, and IMCM. The contractor is authorized to procure special software (such as Matlab, SigmaPlot, etc.) that may be required to support these analyses.

3.2.2 Fleet Support

The contractor shall support NSWC PC efforts in the area of Fleet support. In-theater specific exercise events will be conducted in a joint effort between the Fleet and the NSWC-PC. The contractor shall support the planning, scheduling, coordinating, training, curriculum development, and conducting of these events. The purpose of these events will be to facilitate development and accuracy of tactics using actual Fleet resources. These events will also serve as an opportunity for training Fleet personnel on experimental tactics, techniques, and procedures (TTPs). The contractor shall review the in-theater exercise reports, provide analysis, observations, recommendations to tactical doctrine, training curriculum, and after action reports.

3.2.3 Minesweeping Support

The contractor shall support the installation and test of the Dyad, AAG, OASIS, 5A/C sweep tow test, M-MK7 sweep test. The contractor shall support development of rigging requirements, sweep configurations, and the equipment suite list, in support of these tests. The contractor shall develop, attend, and support Fleet and logistics support meetings.

The contractor shall support the installation and test of the recently designed and developed magnetic cable. The contractor's background and knowledge in streaming and recovering of cables shall be utilized to ensure the safety of personnel involved in the test and to ensure that a complete and thorough test of the replacement cable is conducted.

The contractor shall provide ISEA support, providing support for the updating of AN/SLQ-37(V) Influence Minesweeping System and AN/SLQ-38 Mechanical Minesweeping System documentation in the areas of training, provisioning, and technical manuals. This work will be performed in accordance with the specific schedules provided as government furnished information.

3.2.4 Systems Analysis Support

The Contractor shall provide to Code HA12, operational and tactical assessments, system performance evaluations, integrated operation review, and recommendations relative to the performance of SMCM, UCMC, AMCM, and IMCM systems in the operational environment, as requested. Assessments shall include effectiveness analysis of any supporting training evolutions and enhancement recommendations for operational and tactics training at all levels in the HM squadrons. Systems analysis support shall also include the preparation of tactics reports and related publications that document SMCM, UCMC, AMCM, and IMCM systems and subsystems operation, tactics, and performance. It is estimated that approximately three publications per year for each year of the period of performance, such as Tactics Reports, Studies, and TACMEMOs, will be prepared during the course of this delivery order.

NSWC PC Code HA12 is also responsible for documenting algorithmic descriptions for other tactics software programs requiring MEDAL integration. The Contractor shall provide systems analysis support to this effort by assisting in the conduct of independent analysis, collection and analysis of algorithmic description data, and development of associated requirement documentation. The Contractor shall also assist in the documentation of requirements and conversion algorithms used in MEDAL applications.

3.2.5 MIW Theory Support

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The contractor shall support NSWC PC efforts in the area of MIW theory. The purpose of theory development is to update theory to reflect the advent of Organic and Littoral systems. In addition MIW theory will be integrated into joint warfare with the advent of RBP and analyses. The contractor shall support the algorithmic development, software integration, and management of all MIW theory support. The contractor shall review the theory reports, and provide analysis, observations, and recommendations to tactical doctrine.

3.2.6 Systems Engineering Support

Code HA12 will conduct periodic data collection efforts for proposed tactics and for verification and validation of new tactics. The Contractor shall provide systems engineering support to NSWC PC by monitoring testing, conducting independent analysis, collecting and analyzing data, supporting NSWC PC analysis, and developing test documentation for data collection that will take place during the period of performance. Anticipated data collection efforts will be required during at least one local area tactical analysis test. Deliverables shall include technical reports documenting data collection results and any required analysis conducted.

3.2.7 General Technical Support for MIW Tactics Programs

The contractor shall provide technical and analytical support personnel to support other emerging tactics programs as required. This may include tactics documentation, analysis, and Fleet operations support. The personnel may be required to ride both small boats and large ships during operations. The support personnel will also be involved in development, writing, editing, and evaluation of TACMEMOs, reports, and studies.

3.2.8 Meeting and Presentation Support

As required, the Contractor shall provide top-level briefing material. The viewgraphs will be prepared in Microsoft® PowerPoint and shall illustrate program accomplishments to date, issues, and tasks scheduled for completion within the fiscal year. There will be approximately 50 viewgraphs per quarter. The Contractor shall prepare the presentation from information provided by GFI. The contractor shall provide miscellaneous materials for each presentation (color copies/ink cartridges, sheet protectors, binders, etc). It is anticipated that approximately two briefings, static displays, or automated presentations will be prepared every three months. The contractor shall coordinate and host program meetings via telephone conference or online meetings via WebEx. In addition the contractor will be responsible to preparation and documentation of meeting minutes and associated AIs.

3.2.9 Travel

Travel to the following locations is anticipated during the base and option periods in the performance of this delivery order: Ingleside, Texas; Norfolk, Virginia; San Diego, California; Washington, DC; Mechanicsburg, Pennsylvania; Monterey, California; Keyport, Washington; Newport, Rhode Island; Honolulu, Hawaii; United Kingdom; Bahrain; Sasebo, Japan; and Australia.

The number and duration of trips to each destination specified will be determined as program requirements dictate. Under no circumstance may the contractor travel to a destination other than one of those specified above without the express written consent of the TOM.

3.3 Monthly Progress Reports

The Contractor shall produce a monthly progress report that includes work accomplished, problem areas, significant results, recommendations, work planned for the next month, and financial information including delivery order ceiling, expenditures (including fee), percentage spent, billable hours expended this reporting period, and total labor hours expended for both O&MN and RDT&E funded efforts. The monthly report shall be delivered via e-mail in Microsoft® Word format to the Government by the 15th of the month for the preceding month.

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will make available to the contractor system tactics documents such as Capability Development Documents (CDDs), CONOPS, TEMPs, system technical manuals, NWP, NTPs, and ATPs associated with SMCM, AMCM, UCM, IMCM, LCS, and other programs test plans, white papers, results from Fleet Battle Experiments (FBEs), and documents as they become available or as they are required or requested. The Government will also

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provide mine countermeasures (MCM) tactics information from the mine warfare environmental and decision aids library (MEDAL).

5.0 DATA DELIVERABLES

All data deliveries shall be IAW the schedule set forth in the attached task order Data Requirements List, DD Form 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., For Official Use Only [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 DISTRIBUTION LIMITATION STATEMENTS

Technical documents generated under this contract shall carry the following distribution limitation statement. 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 statement shall be in the detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DEPARTMENT OF DEFENSE CONTRACTORS ONLY ADMINISTRATIVE/OPERATIONS USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER, 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.

7.0 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.

8.0 SECURITY

The highest security classification for work under this task order is SECRET. Provisions to access SECRET information for the performance of these tasks are stated in the attached DD form 254. Classified information shall not be transferred electronically or telephonically over unsecured networks. Safeguarding of classified data and information are defined in DOD 5220.22M and DOD 5200.1R. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Law 100-235. Paragraphs 6.0 and 7.0 also apply to the protection of sensitive information regardless of the media on which it is stored. SECRET access will occur at U.S. Government facilities. Information generated at Contractor facilities will be UNCLASSIFIED.

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to the best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination Naval Surface Warfare Center, Panama City, FL.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Ave

Panama City, FL 32407

FOB: Destination

DURATION OF CONTRACT PERIOD

The base period of this task order shall become effective on the date of award and shall continue until 16 September 2009. In accordance with the Award Term Plan and Award Term Clause of this contract, and if the basic Seaport-e contract option is exercised, then the period of performance for CLINS 4000 and 4001 and 6000 and 6001 shall be from 17 September 2009 until 16 June 2012 based on contractor performance. There is one award term option of 33 months.

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SECTION G CONTRACT ADMINISTRATION DATA

The Contact Specialist is:

Oren Gilbert, Code B31

110 Vernon Ave.

Panama City, FL 32407

oren.gilbert@navy.mil

850-234-4065

The Task Order Manager is:

Peter L. Adair, HA12

110 Vernon Ave.

Panama City, FL 32407

Peter.Adair@navy.mil

850-234-4080

Incremental Funding Schedule for Base Year:

Remaining funding schedule for Base Year will be provided in next modification.

INVOICING INSTRUCTIONS

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

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work

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hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

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

Accounting Data

SLINID	PR Number	Amount
100101	63130185	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1M0702040		

BASE Funding
Cumulative Funding

MOD 01

100001	72956479	
LLA :		
AB AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1N0810061		

100002	72956483	
LLA :		
AC AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1B0802050		

100003	72926236	
LLA :		
AD AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3A0803020		

100102	72926086	
LLA :		
AE AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A150802413		

100103	72926107	
LLA :		
AF AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31H03080AAES		

300001	72926239	
LLA :		
AD AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3A0803020		

300002	72956480	
LLA :		
AB AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1N0810061		

300003	72956485	
LLA :		
AC AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1B0802050		

MOD 01 Funding
Cumulative Funding

MOD 02

100104	73183541	
LLA :		
AG AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040		

300101	73183544	
LLA :		
AG AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040		

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MOD 02 Funding
Cumulative Funding

MOD 03

100105 73388704
LLA :
AH 97X4930 NH1E 000 77777 0 00178 2F 000000 31A1M07C2040

MOD 03 Funding
Cumulative Funding

MOD 04

100004 73471702
LLA :
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801020

100005 73553716
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1N0801102

300004 73553720
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1N0801102

300005 80106601
LLA :
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801020

300102 80106593
LLA :
AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080RITA

MOD 04 Funding
Cumulative Funding

MOD 05

100106 80118222
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31A150812413

100107 80118223
LLA :
AN 97X4930 NH1E 000 77777 0 000178 2F 000000 371TN0Z112TG

100108 80294187
LLA :
AH 97X4930 NH1E 000 77777 0 00178 2F 000000 31A1M07C2040

MOD 05 Funding
Cumulative Funding

MOD 06

100006 80420641
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0803021

100109 80253501
LLA :
AG AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040

100110 80315482
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31A8J0807020

300103 80315502
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31A8J0807020

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MOD 06 Funding
Cumulative Funding

MOD 07

100007 80723644
LLA :
AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1N0810041

100111 80723629
LLA :
AG AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040

MOD 07 Funding
Cumulative Funding

MOD 08

100008 80850050
LLA :
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801020

100112 80850084
LLA :
AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1M0802020

MOD 08 Funding
Cumulative Funding

MOD 09

100009 80850093
LLA :
AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31A150812413

MOD 09 Funding
Cumulative Funding

MOD 10

100010 81143082
LLA :
AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2C0802211

300104 81058570
LLA :
AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080RITA

MOD 10 Funding
Cumulative Funding

MOD 11

100113 81518181
LLA :
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040

300105 81518186
LLA :
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040

MOD 11 Funding
Cumulative Funding

MOD 12

100011 81771747
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0803021

100114 81771740

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LLA :
AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080TAC3

100115 81771752
LLA :
AW 1771319 74NV 251 SASLM 0 068342 2D 005120 Q12330000010
Standard Number: N0002408WX10659 FUNDING ACRN AA

100116 81833407
LLA :
AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0802060

MOD 12 Funding
Cumulative Funding

MOD 13

100012 82002455
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0803021

MOD 13 Funding
Cumulative Funding

MOD 14

100013 82182858
LLA :
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801020

100117 82278000
LLA :
AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0803040

300006 82183240
LLA :
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0803021

MOD 14 Funding
Cumulative Funding

MOD 15

100118 82428052
LLA :
AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0802040

100119 82428034
LLA :
AM AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A150812413

100120 82428047
LLA :
AV 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080TAC3

MOD 15 Funding
Cumulative Funding

MOD 16

100014 82491726
LLA :
AZ 1781804 60CM 251 62306 068566 2D C00285 623068WAAPVQ
Standard Number: N6230608RC00285 ACRN AA

MOD 16 Funding
Cumulative Funding

MOD 17

100015 83015230
LLA :

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BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010800302

100121 82944442

LLA :

BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902014

MOD 17 Funding
Cumulative Funding

MOD 18

100016 83361362

LLA :

BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901020

100017 83096263

LLA :

BE 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010

300106 83015240

LLA :

BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0901001

MOD 18 Funding
Cumulative Funding

MOD 19

100018 83361422

LLA :

BF 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010800203

MOD 19 Funding
Cumulative Funding

MOD 20

100122 90054766

LLA :

BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902141

300107 90054781

LLA :

BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902141

MOD 20 Funding
Cumulative Funding

MOD 21

100019 90166882

LLA :

BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901020

100123 90136041

LLA :

BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902140

100124 90166832

LLA :

BJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041

300108 90136042

LLA :

BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902140

300109 90166833

LLA :

BJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041

MOD 21 Funding
Cumulative Funding

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MOD 22

100020 90238902
 LLA :
 BK 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905100

MOD 22 Funding
 Cumulative Funding

MOD 23

300007 90301383
 LLA :
 BE 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010

300110 90206982
 LLA :
 BL 1791319 W3XC 000 RA329 0 068342 2D 000000 0291700023U0
 Standard Number: N0001409WX20319 ACRN AA

MOD 23 Funding
 Cumulative Funding

MOD 24

100125 90553903
 LLA :
 BM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902180

300111 90553904
 LLA :
 BM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902180

MOD 24 Funding
 Cumulative Funding

MOD 25

100021 90655282
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905101

300008 90655286
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905101

MOD 25 Funding
 Cumulative Funding

MOD 26

100022 91245422
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905101

300009 91245428
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905101

MOD 26 Funding
 Cumulative Funding

MOD 27

100023 91388267
 LLA :
 BP 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030

MOD 27 Funding
 Cumulative Funding

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MOD 28

100126 91592010
 LLA :
 BQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0901030

100127 91592003
 LLA :
 BR 97X4930 NH1D 000 77777 0 061331 2F 000000 31H03090DFHA

MOD 28 Funding
 Cumulative Funding

MOD 29

100024 91815541
 LLA :
 BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901020

MOD 29 Funding
 Cumulative Funding

MOD 30

100025 92252271
 LLA :
 BK 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010905100

MOD 30 Funding
 Cumulative Funding

MOD 31

100128 92585836
 LLA :
 BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902140

100129 92585834
 LLA :
 BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902141

100130 92585833
 LLA :
 BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010901200

100131 92585832
 LLA :
 BT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8A0905030

300112 92585830
 LLA :
 BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902140

MOD 31 Funding
 Cumulative Funding

MOD 32

100026 92585833
 LLA :
 BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010901200

100130 92585833
 LLA :
 BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31G010901200

MOD 32 Funding
 Cumulative Funding

MOD 33 Funding
 Cumulative Funding

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MOD 34

100132 93092104

LLA :

BU 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M1000820

MOD 34 Funding
Cumulative Funding

MOD 35

100133 00076704

LLA :

BV 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M1000822

MOD 35 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 44.47 man-year per year of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [OFFEROR TO FILL IN (no. of hours)] man-hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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

(j) Deleted per Amendment 0001 of Basic contract

(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.

TECHNICAL GUIDANCE

SEA-5252.242-9115 Technical Instructions (APR 1999)

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 Manager. 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.

KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

a. Experience – The desired experience for each Key Labor category is contained in Section J.

b. Professional Development – Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offeror's ability to perform the contract. The years of experience listed in Attachment J1 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

c. Accumulation of Qualifying Experience – Categories of experience may be accumulated concurrently.

Resumes not exceeding 2-pages should cover general information such as:

COMPLETE NAME

CURRENT EMPLOYER

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CURRENT WORK LOCATION

PROFESSIONAL DEVELOPMENT – This includes honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments.

CHRONOLOGICAL WORK HISTORY/EXPERIENCE

Experience specific to this requirement may be further detailed in a separate document. See Section L.

CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) 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;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

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

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

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

AWARD TERM

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn one (1) award term on the basis of performance. Contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better the contractor earns an award term. If any rating is MARGINAL OR LOWER, THEN THE ORDER IS ENDED AT THE END OF THE BASE PERIOD. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

AWARD TERM PLAN

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

a. Evaluation Criteria. The evaluation criteria are as follows:

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

b. Ratings. The ratings used are:

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

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

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

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

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

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

(3) Reviewing Official (Contract Specialist administering the order). The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

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

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the order will be ended.

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

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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

CDRLs

Contracting Officer's Representative (COR) Appointment Letter dated 12 Sep 07
DD254, dated 14 Sep 07