

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE 01-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58543		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 annette.desercey@navy.mil 850-235-5483	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR12		
CAGE CODE 1NPU4	FACILITY CODE 020278375	[X]	10B. DATED (SEE ITEM 13) 12-Sep-2006

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). Far Clause 43.103
<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) Mark P Ross, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Mark P Ross	16C. DATE SIGNED 07-Apr-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

Modification 27

The purpose of this modification is to correct the ACRN on the Long Line of Accounting on Contract Line Item Number 100264.

Accordingly, said Task Order is modified as follows:

Change the ACRN on CLIN 100264 from:

DJ 1791319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0

To:

DL 1791319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0

No other changes shall occur.

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

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$31649565.00 to \$31649565.00.

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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	SEABASING CONCEPT DEVELOPMENT PROGRAM SUPPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. CLIN 1000 IS THE BASE YEAR AND IS GOOD FROM DATE OF AWARD THROUGH ONE YEAR THERAFTER. (TBD)	71000.0	LH	\$7,597,472.00	\$279,049.00	\$7,876,521.00
100001	Incremental funding in the amount of \$30,000.00 (TBD)					
100002	As a result of modification 13, funds were deobligated from Slin 100002 and reallocated to Slin 300120. (TBD)					
100003	As a result of modification 13, funds were deobligated from Slin 100003 and reallocated to Slin 300121. (TBD)					
100004	As a result of modification 13, funds were deobligated from Slin 100004 and reallocated to Slin 300122. (TBD)					
100005	Incremental funding in the amount of \$65,000.00. Tasking is based on Technical Instruction					

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(TI-004) (TBD)

100006 Incremental funding in the amount of \$600,000.00. Tasking is based on Technical Instruction (TI-002)MRS. (TBD)

100007 As a result of modification 13, funds were deobligated from Slin 100007 and reallocated to Slin 300123. (TBD)

100008 As a result of modification 13, funds were deobligated from Slin 100008 and reallocated to Slin 300124. (TBD)

100009 Incremental funding in the amount of \$2,000,000.00. Tasking is based on Technical Instruction (TI-002)Computerized Web-Based Roadmap & Joint Seabase Operations Database (JSOD). (TBD)

100010 Incremental funding in the amount of \$2,104,055.00. Tasking is based on Technical Instruction (TI-002)Computerized Web-Based Roadmap & Joint Seabase Operations Database (JSOD). (TBD)

100011 As a result of modification 13, funds were deobligated from Slin 100011 and

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reallocated to
Slin 300125.
(TBD)

100012 Incremental
funding in the
amount of
\$27,600.00.
Tasking is based
on Technical
Instruction
(TI-006) Computeri
zed Web-Based
Roadmap & Joint
Seabase
Operations
Database (JSOD).
(TBD)

1001	SEABASING CONCEPT DEVELOPMENT PROGRAM SUPPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. CLIN 1001 IS FROM THE END OF THE BASE YEAR THROUGH ONE (1) YEAR THEREAFTER. (TBD)	71000.0 LH	\$2,850,481.00	\$228,039.00	\$3,078,520.00
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100101 As a result of
modification 13,
funds were
deobligated from
Slin 100101 and
reallocated to
Slin 300106 (TBD)

100102 As a result of
modification 13,
funds were
deobligated from
Slin 100102 and
reallocated to
Slin 300107 (TBD)

100103 Informational
Subclin. Funding
in the amount of
\$130,000.00.
(TBD)

100104 As a result of
modification 13,
funds were
deobligated from
Slin 100103 and
reallocated to
Slin 300108 (TBD)

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100105 As a result of
modification 13,
funds were
deobligated from
Slin 100104 and
reallocated to
Slin 300109 (TBD)

100106 As a result of
modification 13,
funds were
deobligated from
Slin 100105 and
reallocated to
Slin 300110 (TBD)

100107 As a result of
modification 13,
funds were
deobligated from
Slin 100106 and
reallocated to
Slin 300111 (TBD)

100108 As a result of
modification 13,
funds were
deobligated from
Slin 100107 and
reallocated to
Slin 300112 (TBD)

100109 As a result of
modification 13,
funds were
deobligated from
Slin 100108 and
reallocated to
Slin 300113 (TBD)

100110 As a result of
modification 13,
funds were
deobligated from
Slin 100109 and
reallocated to
Slin 300114 (TBD)

100111 As a result of
modification 13,
funds were
deobligated from
Slin 100110 and
reallocated to
Slin 300115 (TBD)

100112 As a result of
modification 13,
funds were
deobligated from
Slin 100111 and
reallocated to
Slin 300116 (TBD)

100113 Informational

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SubCLIN for
funding
\$350,900.00.
(TBD)

100114 Informational
SubCLIN for
funding
\$750,000.00.
(TBD)

100115 Informational
SubCLIN for
funding \$142,800
(TBD)

1002 SEABASING CONCEPT 71000.0 LH \$8,007,419.00 \$640,594.00 \$8,648,013.00
DEVELOPMENT
PROGRAM SUPPORT
IN ACCORDANCE
WITH THE ATTACHED
STATEMENT OF
WORK, CONTRACT
DATA REQUIREMENTS
LIST (CDRLS) AND
DD254. CLIN 1002
IS FROM THE END
OF OPTION 1001
THROUGH ONE (1)
YEAR THEREAFTER.
(TBD)

100201 FUNDS DEOBLIGATED
AS A RESULT OF
MODIFICATION 12.
(TBD)

100202 Funded Amount
\$20,000.00 (TBD)

100203 Funded Amount
\$30,000.00 (TBD)

100204 Funded Amount
\$35,000.00 (TBD)

100205 Funded Amount
\$20,000.00 (TBD)

100206 Funded Amount
\$30,000.00 (TBD)

100207 Funded Amount
\$60,000.00 (TBD)

100208 Funded Amount
\$267,100.00 (TBD)

100209 Funded Amount
\$145,000.00 (TBD)

100210 Funded Amount
\$500,000.00 (TBD)

100211 Funded Amount

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\$15,000.00 (TBD)

100212 Funded Amount
\$15,000.00 (TBD)

100213 Funded Amount
\$10,000.00 (TBD)

100214 Funded Amount
\$15,000.00 (TBD)

100215 Funded Amount
\$13,000.00 (TBD)

100216 Funded Amount
\$22,000.00 (TBD)

100217 Funded Amount
\$48,000.00 (TBD)

100218 Funded Amount
\$20,000.00 (TBD)

100219 Funded Amount
\$711,396.00 (TBD)

100220 Funded Amount
\$313,600.00 (TBD)

100221 Funded Amount
\$33,000.00 (TBD)

100222 Funded Amount
\$2,200,000.00
(TBD)

100223 Funded Amount
\$15,000 (TBD)

100224 Funded Amount
\$580,042 (TBD)

100225 Funded Amount
\$6,600 (TBD)

100226 Funded Amount
\$6,559 (TBD)

100227 Funded Amount
\$45,000 (TBD)

100228 Funded Amount
\$11,200 (TBD)

100229 Funded Amount
\$45,000 (TBD)

100230 Funded Amount
\$360,400 (TBD)

100231 Funded Amount
\$14,000 (TBD)

100232 Funded Amount
\$42,400 (TBD)

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100233 Funded Amount
\$35,300 (TBD)

100234 Funded Amount
\$42,550 (TBD)

100235 Funded Amount
\$41,650 (TBD)

100236 Funded Amount
\$222,166 (TBD)

100237 Funded Amount
\$65,696 (TBD)

100238 Funded Amount
\$32,000 (TBD)

100239 Funded Amount
\$32,000 (TBD)

100240 Funded Amount
\$100,000 (TBD)

100241 Funded Amount
\$170,000 (TBD)

100242 Funded Amount
\$67,000 (TBD)

100243 Funded Amount
\$114,000 (TBD)

100244 Funded Amount
\$60,000 (TBD)

100245 Funded Amount
\$210,000 (TBD)

100246 Funded Amount
\$25,000 (TBD)

100247 Funded Amount
\$42,000 (TBD)

100248 Funded Amount
\$100,000 (TBD)

100249 Funded Amount
\$55,000 (TBD)

100250 Funded Amount
\$25,000 (TBD)

100251 Funded Amount
\$160,000 (TBD)

100252 Funded Amount
\$20,000 (TBD)

100253 Funded Amount
\$5,000 (TBD)

100254 Funded Amount

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\$5,000 (TBD)

100255 Funded Amount
\$15,000 (TBD)

100256 Funded Amount
\$30,000 (TBD)

100257 Funded Amount
\$10,000 (TBD)

100258 Funded Amount
\$140,979 (TBD)

100259 Funded Amount
\$277,436 (TBD)

100260 Funded Amount
\$117,377 (TBD)

100261 Funded Amount
\$165,395 (TBD)

100262 Funded Amount
\$394,813 (TBD)

100263 Funded Amount
\$20,000 (TBD)

100264 Funded Amount
\$50,000 (TBD)

1003	SEABASING CONCEPT DEVELOPMENT PROGRAM SUPPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. CLIN 1003 IS FROM THE END OF OPTION 1002 THROUGH ONE (1) YEAR THEREAFTER. (TBD)	71000.0 LH	\$8,223,401.00	\$310,735.00	\$8,534,136.00
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1004	SEABASING CONCEPT DEVELOPMENT PROGRAM SUPPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CONTRACT DATA REQUIREMENTS LIST (CDRLS) AND DD254. CLIN 1004 IS FROM THE END OF OPTION 1003 THROUGH ONE (1) YEAR THEREAFTER. (TBD) Option	71000.0 LH	\$8,450,095.00	\$322,199.00	\$8,772,294.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Costs such as travel and materials to Support CLIN 1000. Not To Exceed \$3,050,000. (OTHER)	1.0 Lot	\$3,050,000.00
300001	Informational SubCLIN for funding (OTHER)		
300002	Informational SubCLIN for funding (OTHER)		
3001	Other Direct Costs such as travel and materials to Support CLIN 1001. Not To Exceed \$1,952,506. (OTHER)	1.0 Lot	\$6,952,506.00
300101	Informational SubCLIN for funding (OTHER)		
300102	Informational SubCLIN for funding (OTHER)		
300103	Informational SubCLIN for funding (OTHER)		
300104	Informational SubClin for funding (OTHER)		
300105	Informational SubClin for funding \$70,000.00. (OTHER)		
300106	Informational SubClin for funding \$5,000.00. (OTHER)		
300107	Informational SubClin for funding		

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\$37,345.00.
(OTHER)

300108 Informational
SubClin for
funding
\$210,000.00.
(OTHER)

300109 Informational
SubClin for
funding
\$20,000.00.
(OTHER)

300110 Informational
SubClin for
funding
\$15,000.00.
(OTHER)

300111 Informational
SubClin for
funding
\$1,800,000.00.
(OTHER)

300112 Informational
SubClin for
funding
\$17,456.00.
(OTHER)

300113 Informational
SubClin for
funding
\$400,000.00.
(OTHER)

300114 Informational
SubClin for
funding
\$100,000.00.
(OTHER)

300115 Informational
SubClin for
funding
\$100,000.00.
(OTHER)

300116 Informational
SubClin for
funding
\$79,100.00.
(OTHER)

300117 Informational
SubClin for
funding
\$26,300.00.
(OTHER)

300118 Informational
SubClin for

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funding
 \$500,000.00.
 (OTHER)

300119 Informational
 SubClin for
 funding
 \$85,000.00.
 (OTHER)

300120 Informational
 SubClin for
 funding
 \$800,000.00.
 (OTHER)

300121 Informational
 SubClin for
 funding
 \$600,000.00.
 (OTHER)

300122 Informational
 SubClin for
 funding
 \$150,000.00.
 (OTHER)

300123 Informational
 SubClin for
 funding
 \$50,000.00.
 (OTHER)

300124 Informational
 SubClin for
 funding
 \$50,000.00.
 (OTHER)

300125 Informational
 SubClin for
 funding
 \$160,000.00.
 (OTHER)

300126 Informational
 SubClin for
 funding
 \$400,000.00.
 (OTHER)

300127 Informational
 SubClin for
 funding \$27,305
 (OTHER)

3002 Other Direct 1.0 Lot \$6,852,506.00
 Costs such as
 travel and
 materials to
 Support CLIN
 1002. Not To
 Exceed
 \$1,952,506.

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(OTHER)

300201 Incremental
funding in the
amount of
\$4,500,000.00.
(OTHER)

300202 Incremental
funding in the
amount of
\$400,000.00.
(OTHER)

300203 Incremental
funding in the
amount of
\$500,000.00.
(OTHER)

300204 Incremental
funding in the
amount of
\$1,000,000
(OTHER)

300205 Incremental
funding in the
amount of
\$188,700 (OTHER)

300206 Incremental
funding in the
amount of \$25,000
(OTHER)

300207 Incremental
funding in the
amount of \$3,200
(OTHER)

300208 Incremental
funding in the
amount of \$29,247
(OTHER)

300209 Incremental
funding in the
amount of \$27,300
(OTHER)

300210 Incremental
funding in the
amount of \$32,800
(OTHER)

300211 Incremental
funding in the
amount of \$25,400
(OTHER)

300212 Incremental
funding in the
amount of
\$100,000 (OTHER)

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300213 Funded Amount
\$20,000 (OTHER)

3003 Other Direct 1.0 Lot \$1,952,506.00
Costs such as
travel and
materials to
Support CLIN
1003. Not To
Exceed
\$1,952,506.
(OTHER)

300301 Incremental
funding in the
amount of \$95,398
(OTHER)

3004 Other Direct 1.0 Lot \$1,952,506.00
Costs such as
travel and
materials to
Support CLIN
1004. Not To
Exceed
\$1,952,506.
(OTHER)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

09 February 2006

STATEMENT OF WORK

FOR SEABASING CONCEPT DEVELOPMENT PROGRAM

Purchase Request N00178-60404940

Seaport-e PR N61331-06-NR-55265

1.0 SCOPE.

The Naval Surface Warfare Center, Panama City (NSWC PC), Code E33, has been tasked to provide technical support to the U.S. Navy Seabasing concept development and the Maritime Preposition Force, Future Research and Development (MPF(F) R&D) Program. The objective of this program is to develop systems to improve the Fleet's capabilities in the areas of operational logistics for at-sea material handling, and support operations, particularly with respect to Seabasing. The Contractor shall provide a level of effort required to investigate, analyze, and prepare technical and programmatic related documentation supporting the Seabasing and the MPF(F) R&D Program, while drawing from other research efforts ongoing in Strategic Sealift R&D and the Expeditionary Logistics Future Naval Capabilities (FNC). Additionally, the Contractor shall develop concepts for advanced development of promising technology, analyze the feasibility for such development, perform supporting analyses (i.e. feasibility, technology, cost-benefit, etc.), design prototypes, fabricate and test prototypes, and report overall performance to meet current program requirements. The nature of the tasking requires a contractor with contemporary knowledge, experience, and understanding of shipboard material handling equipment, systems, and ongoing Navy R&D programs such as:

- Seabase resupply from CONUS or ISB
- Ship-to-Ship interface for mooring and fendering, cargo transfer, and reduction in relative ship motion
- Ship-to-Lighter interface (i.e. ILP, MLP)
- Seabase-to-Shore Connector (SSC) design and operation
- LCAC/SSC related logistics support and operations from the Seabase
- Autonomous Logistics
- Intra-ship and inter-ship cargo movement
- Omni-Directional Vehicles Technology
- Crane control and stabilization technologies
- Ship-to-ship and ship-to-lighter ramp design
- Fueling-at-Sea systems (i.e. IFFCS and THFASS)
- Underway Replenishment (UNREP) systems
- Dynamic Positioning Control

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- Ship Roll Mitigation
- Ship control technology for ship-to-ship mooring approach, heading control, motion reduction, and station-keeping
- Shipboard sensors and automation technologies (i.e. WRAPD-Link, Smart Ship)

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

The Contractor shall provide engineering support, analysis, design, fabrication, support functions for Government program management efforts, test and evaluation, and documentation services as required for systems development to support MPF(F) and Seabasing, to include, but not limited to, the subject areas outlined in the scope described in Section 1.0. Details on the specific requirements being sought are identified in the following subtasks:

3.1 Seabasing and MPF(F) R&D Program Support

The Contractor shall provide engineering support to NSWC PC Code E33 throughout all phases of systems development that is independent from any other specific tasking. The support will be in the form of white papers, briefings, proposals, etc. for such items as initial concept development or for evaluation and assessment of system capabilities relative to the needs of MPF(F) R&D and Seabasing program objectives, and for maintaining an archive of documentation generated in the existing library. The proposed tasking will include the following:

- a. Perform Technical Studies and Analysis: The contractor shall review existing MPF(F) and Seabasing Program documentation, and documentation related to ongoing Shipboard Material Handling Equipment, and other Navy R&D programs, analyze promising technologies and desired capabilities, and prepare white papers, reports, and other documentation supporting future systems development initiatives. The Contractor shall produce an average of one document per month during the period of performance.
- b. Review and Revise Documents: As required, the contractor shall review Government Furnished Information (GFI), and incorporate Government and contractor provided comments and updated information to support ongoing program objectives.
- c. Prepare Presentations and Programmatic Documents: The contractor shall prepare PowerPoint presentations and other programmatic documents as required to support briefings to program sponsors, stakeholders, NSWC PC executives, and other interested parties.
- d. Maintain NSWC PC Sealift Library: The contractor shall maintain a document title list and incorporate new documents into the NSWC PC Sealift Library.

3.2 Concept Proposal Development

The Contractor shall provide engineering support as required to fully describe a concept being anticipated for development. This tasking is specifically to explore the concept, evaluate its feasibility in the context for Seabasing support, and outline a development plan. Details on the specific tasks include the following:

- a. Generate concepts with functional descriptions of their application to Seabasing
- b. Provide assessment of concept feasibility of concept with supporting calculations and/or initial modeling results already available
- c. Outline a development plan for demonstrating concept feasibility
- d. Identify industrial base and technology base capabilities that would be required to support concept development

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- e. Provide and maintain an activity/milestone schedule
- f. Provide cost analyses for the activities/milestones developed for the above items.

3.3 Concept Feasibility Analysis

The Contractor shall provide a detailed engineering analysis as required to assess concept feasibility for a Seabasing application as follows:

- a. Perform Capabilities/Requirements and Mission Analysis: Based on GFI the Contractor shall review required capabilities and mission analyses and document the merits of concepts being considered in a feasibility paper.
- b. Perform Design and Integration Analysis: The Contractor shall assist the Government with a detailed engineering analysis for the design and integration of feasible concepts selected from previous studies, and document the results in a Design and Integration Report.
- c. Perform Simulation Modeling and Environmental Analysis: Based on results obtained from sections 3.3.a and 3.3.b the Contractor shall perform an analysis of the environmental impact and to propose and execute any simulation modeling required to prove proposed concepts.
- d. Life Cycle Costs (LCC) and Return on Investment (ROI): The Contractor shall perform analyses to estimate system Life Cycle Costs (LCC) and the expected Return on Investment (ROI). LCC and ROI Analyses to be developed under this task order shall include the investment strategy and costing parameters as directed by the Government for the particular tasking.

3.4 Engineering Prototype Design and Cost Analysis

The Contractor shall develop a prototype design and perform a cost analysis as required of system(s) being considered for development by the Government. The Contractor shall also include a risk assessment for product design of prototype hardware, assist the Government in planning the design, fabrication and testing of this hardware, and develop any special test procedures as well as any special apparatus needed to minimize development risk. Specific tasking may include but is not limited to the following:

- a. Generate system design, risk assessment and testing requirements
- b. Provide cost analysis for materials, fabrication, testing, shipping, etc.
- c. Provide and/or update any existing activity/milestone schedule

3.5 Prototype Development and Testing

The Contractor shall develop and test prototype systems or Commercial-Off-The-Shelf (COTS) systems as follows:

- a. Based on Contractor recommendations and pending approval of these recommendations by the Government, the contractor shall fabricate and test scale model hardware, or purchase and test COTS components or systems, or develop and test an integrated combination of full or scaled prototypes and COTS components or systems. Scale model tests shall include sub-assembly, bench tests, and proof tests as needed.
- b. The Contractor shall develop recommendations obtained from the analysis of any scale model tests, and then, at the Government's direction, incorporate these recommendations into a full-scale, prototype design.
- c. The Contractor shall fabricate, assemble, install, and test system prototypes, first in a controlled environment, then in a typical operational environment. The Contractor shall develop and update test plan(s) as necessary.
- d. Provide or update any existing activity or milestone schedule

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3.6 Test Data Collection and Analysis

The Contractor shall support data collection for the testing and evaluation of prototype hardware or Commercial-Off-The-Shelf (COTS) systems as required for the proposed system developments with the following:

- a. Data collection plan that identifies test methodologies, Data collection related sensors, support hardware, data loggers and CPU's
- c. Data collection support software
- d. Data processing software
- e. Test procedures outline
- f. Test execution and data collection
- g. Post test data analysis and engineering assessment

3.7 Travel

Travel is anticipated on this task order to support meetings, fabrication, installation, and testing. Travel will only be required as per specific tasking, but is estimated as follows for each year during the period of performance:

- a. Two three day round trips to Washington D.C., for one person
- b. Two three day round trips to San Diego, CA, for one person
- c. Two three day round trips to Norfolk, VA, for one person
- d. One five day round trip to Christchurch, NZ, for one person
- e. One five day round trip to Dover, UK, for one person

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Material (GFM):

NONE ANTICIPATED AT THIS TIME

4.2 Government Furnished Equipment (GFE):

NONE ANTICIPATED AT THIS TIME

4.3 Government Furnished Information (GFI):

NAVSURFWARCEN PANAMA CITY, Code E33, will provide the GFI as described, but not limited to, by what is listed below to the Contractor as required for action or information. All GFI shall be returned upon completion of the required action or deliverable.

- a. Draft Program Plans, undated
- b. Draft and Final Technical Reports, undated
- c. Draft Test Data, undated

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- d. Draft Concept Proposals
- e. Draft Issue Papers, undated
- f. Draft Briefing Information, undated
- g. Draft Program Manager's Policy Notebook,
- h. NSWC-PC Program Management Policy Instructions

5.0 DELIVERIES

Deliverables shall be in accordance with the attached Contract Data Requirements List (DD Form 1423). The Contractor can use an informal text format or one provided by the Government for the particular document. Unless specified otherwise, the default software format for the deliverables is Microsoft Office 2000 compatible formats (i.e. Word, Excel, PowerPoint, Access.) Documents shall be supplied electronically via a readable media (i.e. 3.5 diskette, Zip, CD, E-mail.) A hard copy will also be provided with each delivery, unless for expediency at the Government's discretion, the electronic media (by disk or E-mail) is acceptable and the Government can reproduce the final document. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE.

The period of performance for the initial award of this task order shall be for twelve months after the award of the order. There will be four (4) award term periods of twelve months each that can be earned by satisfactory or better performance.

7.0 SECURITY.

The Contractor may be required to receive and generate classified documents or classified areas up to the SECRET level. Documents produced under this Task Order shall not contain classified information. The requirements of the attached DD254 apply.

PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the task order (award term provisions). The Government Technical POC will report the quality of performance to the PCO in accordance with the Award Term Plan or sooner if required to correct less than satisfactory performance.

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the

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Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be by Government personnel at (Destination) Naval Support Activity Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The period of performance for the initial award of this task order shall be for twelve months after the award of the order. There will be four (4) award term periods of twelve months each that can be earned by satisfactory or better performance.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
Annette de Sercey, XPS2
110 Vernon Ave.
Panama City, FL 32407
Annette.desercey@navy.mil

Task Order Manager (TOM)
Steven Naud, E33
110 Vernon Avenue
Panama City, FL 32407-7001
steven.naud@navy.mil

INVOICING INSTRUCTIONS

a) The contractor shall submit vouchers not more often than once a month for each individual task order, no more than 30 days after invoiced costs are incurred. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and delivery order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

The Contractor shall submit invoices and necessary supporting documentation to the Administrative Contracting Officer (ACO) at the following address:

DCMA Philadelphia
700 Robbins Avenue
Building 4-A

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P.O. Box 11427
Philadelphia, PA 19111-0427

(c) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Administrative Contracting Officer (ACO) instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Administrative Contracting Officer (ACO). If required, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the ACO, and make provisions for DCAA to forward the approved vouchers to the ACO.

(d) The Administrative Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for payment.

(e) The ACO will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the ACO and resubmit a separate voucher covering any disputed portion.

Accounting Data

SLINID	PR Number	Amount
100001	62273951	30000.00
LLA :		
AA 17X4557 1H40 253 SA385 0 068342 2D 000000 031175000000		
Standard Number: Direct Cite Document No. N0002406WX21720 ACRN:AA		
Incremental Funding in the amount of \$30,000.00		

MOD 1

100002	62922399	800000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021		
Incremental Funding in the amount of \$800,000.00.		

MOD 2

100003	63150208	600000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021		
Incremental funding in the amount of \$600,000.00. Tasking is based on Technical Instruction (TI-0002) Mine Roller System Prototype Development.		

MOD 3

100004	63076414	150000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370602041		
Incremental funding in the amount of \$150,000.00. Tasking is based on Technical Instruction (TI-003).		

100005	63212127	65000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31E330740521		
Incremental funding in the amount of \$65,000.00. Tasking is based on Technical Instruction (TI-004).		

MOD 4

100006	63354987	600000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021		
Incremental funding in the amount of \$600,000.00. Tasking is based on Technical		

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Instruction (TI-002)MSR.

MOD 5

100007 63395303 50000.00

LLA :

AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4J0701015

Incremental funding in the amount of \$50,000.00. Tasking is based on Technical Instruction (TI-005)West Lab Information Assurance (IA) Plan.

100008 63405942 50000.00

LLA :

AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH07001TX

Incremental funding in the amount of \$50,000.00. Tasking is based on Technical Instruction (TI-006)Computerized Web-Based Roadmap & Joint Seabase Operations Database (JSOD).

MOD 6

100009 70083168 2000000.00

LLA :

AG ACRN:AG 1761109 5050 310 67854 067443 2D 5050SG 00007RC65106 RCP #M9545007RC65106

ACRN: AA

MOD 7

300001 70445014 1050000.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021

300002 70445056 2000000.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021

MOD 8

100010 71245412 2104055.00

LLA :

AG ACRN:AG 1761109 5050 310 67854 067443 2D 5050SG 00007RC65106 RCP #M9545007RC65106

ACRN: AA

100011 71245468 160000.00

LLA :

AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031

100012 71245495 27600.00

LLA :

AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH07043TX

MOD 9

100101 71660988 5000.00

LLA :

AK 97X4930 NH1E 000 77777 0 000178 2 F 000000 31E330702011

100102 71660968 37345.00

LLA :

AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31RET070RDSP

100103 71846083 1000000.00

LLA :

AM 17X4557 1J40 253 SA385 0 068342 2 D 000000 031105000000 RCP # N0002407WX20926 ACRN

AA

31E340701021

100104 71846043 210000.00

LLA :

AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031

100105 72131766 20000.00

LLA :

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AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31E340701021

100106 72193143 15000.00

LLA :

AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RMM0701104

300101 72142187 10000.00

LLA :

AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4J0701031

300102 72224128 750000.00

LLA :

AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370703321

300103 72224129 250000.00

LLA :

AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370703221

MOD 11

100201 72834504 1800000.00

LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT

300104 72834505 240000.00

LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT

MOD 12

100103 71846083 (870000.00)

LLA :

AM 17X4557 1J40 253 SA385 0 068342 2 D 000000 031105000000 RCP # N0002407WX20926 ACRN AA

AS A RESULT OF MODIFICATION 12, \$870,000.00 IS DEOBLIGATED FROM SLIN 100103. TOTAL FUNING AMOUNT FOR SLIN 100103 IS \$130,000.00.

100107 72834504 1800000.00

LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT

100108 73040884 17456.00

LLA :

AU 1761109 5050 310 67854 067443 2D 5050SG 00007RC65106
Standard Number: RCP# M954007RC65106 ACRN:AA

100109 73041183 400000.00

LLA :

AV 1761109 6520 310 67854 067443 2D 6520B3 8RC665181584
Standard Number: RCP# M9545008RC66518 ACRN:AA

100110 73018840 100000.00

LLA :

AW 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
Standard Number: RCP#N0001408WX20283 ACRN:AA

100111 73028842 100000.00

LLA :

AX 217 2040 0000 71B 1B03 65480841500 255X PHUA1 MIPR8AGM008604 718176 028017
Standard Number: MIPR8AGM008604

100112 73132964 79100.00

LLA :

AY 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000DS30
Standard Number: RCP# N0001408WX20444 ACRN:AA

100201 (1800000.00)

LLA :

XX 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT
AS A RESULT OF MODIFICATION 12 FUNDS WERE DEOBLIGATED FROM SLIN 100201 AND REALLOCATED TO SLIN 100107.

300105 73018841 70000.00

LLA :

AW 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0

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Standard Number: RCP#N0001408WX20283 ACRN:AA

MOD 13

100002 62922399 (800000.00)

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021

100003 63150208 (600000.00)

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021

100004 63076414 (150000.00)

LLA :

AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370602041

100007 63395303 (50000.00)

LLA :

AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4J0701015

100008 63405942 (50000.00)

LLA :

AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH07001TX
Incremental funding in the amount of \$50,000.00. Tasking is based on Technical
Instruction (TI-006)Computerized Web-Based Roadmap & Joint Seabase Operations
Database (JSOD).

100011 71245468 (160000.00)

LLA :

AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031

100101 71660988 (5000.00)

LLA :

AK 97X4930 NH1E 000 77777 0 000178 2 F 000000 31E330702011

100102 71660968 (37345.00)

LLA :

AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31RET070RDSP

100104 71846043 (210000.00)

LLA :

AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031

100105 72131766 (20000.00)

LLA :

AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31E340701021

100106 72193143 (15000.00)

LLA :

AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RMM0701104

100107 72834504 (1800000.00)

LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT

100108 73040884 (17456.00)

LLA :

AU 1761109 5050 310 67854 067443 2D 5050SG 00007RC65106
Standard Number: RCP# M954007RC65106 ACRN:AA

100109 73041183 (400000.00)

LLA :

AV 1761109 6520 310 67854 067443 2D 6520B3 8RC665181584
Standard Number: RCP# M9545008RC66518 ACRN:AA

100110 73018840 (100000.00)

LLA :

AW 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
Standard Number: RCP#N0001408WX20283 ACRN:AA

100111 73028842 (100000.00)

LLA :

AX 217 2040 0000 71B 1B03 65480841500 255X PHUA1 MIPR8AGM008604 718176 028017
Standard Number: MIPR8AGM008604

100112 73132964 (79100.00)

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LLA :

AY 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000DS30
Standard Number: RCP# N0001408WX20444 ACRN:AA

100113 80106605 350900.00

LLA :

AY 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000DS30
Standard Number: DIRECT CITE DOC. #N0001408WX20444
\$350,900.00

100114 80420663 750000.00

LLA :

AZ LLA: AA 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
Standard Number: RCP# M954008RC85026
Informational SubCLIN for funding \$750,000.00.

300106 71660988 5000.00

LLA :

AK 97X4930 NH1E 000 77777 0 000178 2 F 000000 31E330702011
\$5,000.00

300107 71660968 37345.00

LLA :

AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31RET070RDSP
\$37,345.00

300108 71846043 210000.00

LLA :

AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031
\$210,000.00

300109 72131766 20000.00

LLA :

AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31E340701021
\$20,000.00

300110 72193143 15000.00

LLA :

AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31RMM0701104
\$15,000.00

300111 72834504 1800000.00

LLA :

AT 97X4930 NH1E 000 77777 0 000178 2F 000000 36ETY0ZE33CT
\$1,800,000.00

300112 73040884 17456.00

LLA :

AU 1781109 5050 310 67854 067443 2D 5050SG 00007RC65106
Standard Number: DIRECT CITE DOC. # M954007RC65106
\$17,456.00

300113 73041183 400000.00

LLA :

AV 1781109 6520 310 67854 067443 2D 6520B3 8RC665181584
Standard Number: DIRECT CITE DOC. # M9545008RC66518
\$400,000.00

300114 73018840 100000.00

LLA :

AW 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
Standard Number: DIRECT CITE DOC. # N0001408WX20283
\$100,000.00

300115 73028842 100000.00

LLA :

AX 217 2040 0000 71B 1B03 65480841500 255X PHUA1 MIPR8AGM008604 718176 028017
Standard Number: DIRECT CITE DOC. # MIPR8AGM008604
\$100,000.00

300116 73132964 79100.00

LLA :

AY 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000DS30
Standard Number: DIRECT CITE DOC. # N0001408WX20444
\$79,100.00

300117 80106624 26300.00

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LLA :
AY 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000DS30
Standard Number: DIRECT CITE DOC. # N0001408WX20444
\$26,300.00

300118 80420665 500000.00

LLA :
AZ LLA: AA 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
Standard Number: RCP# M9545008RC85026
Incremental funding in the amount of \$500,000.00 for TI-002 Mine Roller System (MRS).

300119 80451781 85000.00

LLA :
BA 217 2040 0000 71B 1B03 65480841500 255Y PHUAL M1PR8EGM009 210 028017 718176
Standard Number: RCP# M1PR8EGM009210 ACRN AA
Incremental funding in the amount of \$85,000.00 for TI-010.

300120 62922399 800000.00

LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021
Informational SubClin for funding \$800,000.00.

300121 63150208 600000.00

LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702021
Informational SubClin for funding \$600,000.00.

300122 63076414 150000.00

LLA :
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370602041
Informational SubClin for funding \$150,000.00.

300123 63395303 50000.00

LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4J0701015
Informational SubClin for funding \$50,000.00.

300124 63405942 50000.00

LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAH07001TX
Informational SubClin for funding \$50,000.00.

300125 71245468 160000.00

LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E370702031
Informational SubClin for funding \$160,000.00.

300126 80565490 400000.00

LLA :
AZ LLA: AA 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
Standard Number: M9545008RC85026
Incrementatl funding in the amount of \$400,000.00.

MOD 14

300201 80628542 4500000.00

LLA :
AZ ACRN:AA 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
Standard Number: M9545008RC85026
INCREMENTAL FUNDING IN THE AMOUNT OF \$4,500,000.00.

300202 80628541 400000.00

LLA :
BB ACRN:AA 21 7 2093 0000 5U-5U02 311000.00000 31EA JDJT00 MIPR7E112J5108 J5XF81 S121
93
Standard Number: MIPR7E112J5108
INCREMENTAL FUNDING IN THE AMOUNT OF \$400,000.00.

MOD 16

100202 PR# 80881883 20000.00

LLA :
BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA

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Funded Amount \$20,000.00

100203 PR# 80881913 30000.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA
 Funded Amount \$30,000.00

100204 PR# 80881915 35000.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA
 Funded Amount \$35,000.00

100205 PR# 80881917 20000.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA
 Funded Amount \$20,000.00

100206 PR# 80881918 30000.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA
 Funded Amount \$30,000.00

100207 PR# 80881919 60000.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 Standard Number: Direct Cite Document No. N0002408WX10325 ACRN:AA
 Funded Amount \$60,000.00

100208 PR# 80881930 267100.00
 LLA :
 BD 1781804 8B5B 253 SASWF 0 068342 2D 000000 15BW8SWE0W80
 Standard Number: Direct Cite Document No. N0002408WX02111 ACRN:AA
 Funded Amount \$267,100.00

100209 PR# 80881933 145000.00
 LLA :
 BE 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001 CSO
 Standard Number: Direct Cite Document No. NOOO1408WX30097 ACRN:AA
 Funded Amount \$145,000.00

MOD 17

100210 81194386 500000.00
 LLA :
 AZ 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
 Standard Number: Direct Cite Document No. M9545008RC85026 ACRN:AA
 Funded Amount \$500,000.00

100211 81163842 15000.00
 LLA :
 BF 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4N0820010
 Funded Amount \$15,000.00

100212 81163846 15000.00
 LLA :
 BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1J0810061
 Funded Amount \$15,000.00

100213 81163853 10000.00
 LLA :
 BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080SSAM
 Funded Amount \$10,000.00

100214 81163864 15000.00
 LLA :
 BJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080SYSE
 Funded Amount \$15,000.00

100215 81163868 13000.00
 LLA :
 BK 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390840211
 Funded Amount \$13,000.00

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100216 81163878 22000.00
 LLA :
 BL 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411
 Funded Amount \$22,000.00

100217 81236041 48000.00
 LLA :
 AX 217 2040 0000 71B 1B03 65480841500 255X PHUA1 MIPR8AGM008604 718176 028017
 Standard Number: Direct Cite Document No. MIPR8AGM008604 ACRN:AA
 Funded Amount \$48,000.00

100218 81163833 20000.00
 LLA :
 BM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1J08H9015
 Funded Amount \$20,000.00

300203 81194390 500000.00
 LLA :
 AZ 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
 Standard Number: DIRECT CITE DOC. NO. M9545008RC85026 ACRN:AA
 Incremental funding in the amount of \$500,000.00.

MOD 18

100219 81278201 711396.00
 LLA :
 AZ 1781109 5050 310 67854 067443 2D 5050BZ 8RC85026156D
 Standard Number: RCP# M9545008RC85026 ACRN:AA
 FUNDED AMOUNT \$711,396.00

100220 81266600 313600.00
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0801006
 Funded Amount \$313,600.00

100221 81300347 33000.00
 LLA :
 BP 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390852111
 Funded Amount \$33,000.00

MOD 20

100222 82130365 2200000.00
 LLA :
 BZ 1781106 27A0 250 67854 067443 2D M67854 8RCS6F0615CH
 Standard Number: RCP# M6785408RCS6F06 ACRN AA

100223 82130374 15000.00
 LLA :
 BT 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1C0806006

100224 82130362 580042.00
 LLA :
 BR 1781106 27A0 250 67854 067443 2D M67854 8RCS6B2515CH

100225 82130377 6600.00
 LLA :
 CD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4N0810021

100226 82130462 6559.00
 LLA :
 BX 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390862611

100227 82130402 45000.00
 LLA :
 BY 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411

100228 82130407 11200.00
 LLA :
 BZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390852111

100229 82130430 45000.00
 LLA :
 CA 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411

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100230 82130464 360400.00
 LLA :
 BN 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0801006

100231 82130482 14000.00
 LLA :
 CB 9780400 8BAC 253 SAS06 0 068342 2D 005120 DN6040000000

100232 82130494 42400.00
 LLA :
 BL 97X4930 NH1D 000 77777 0 061331 2F 000000 31E390842411

100233 82130416 35300.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

100234 82130424 42550.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

100235 82130445 41650.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

300204 82130367 1000000.00
 LLA :
 BQ 1781106 27A0 250 67854 067443 2D M67854 8RCS6F0615CH

300205 82130370 188700.00
 LLA :
 BS 97X4930 NH1D 000 77777 0 061331 2F 000000 31E37080RCB2

300206 82130380 25000.00
 LLA :
 BV 1781319 75XZ 253 SASLM 0 068342 2D 005120 Q317200000010
 Standard Number: N0002408WX11852 ACRN AA

300207 82130382 3200.00
 LLA :
 BW 97X4930 NH1E 000 77777 0 000178 2F 000000 31E390852611

300208 82130488 29247.00
 LLA :
 CC 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E080SOF2

300209 82130410 27300.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

300210 82130413 32800.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

300211 82130421 25400.00
 LLA :
 BC 1781319 14RM 253 SASHP 0 068342 2D 005120 331270000010

MOD 22

100236 82544198 222166.00
 LLA :
 CE 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3708018TX

100237 82544195 65696.00
 LLA :
 CG 97X4930 NH1D 000 77777 0 061331 2F 000000 31AAH0853118

300127 82544181 27305.00
 LLA :
 CH 97X4930 NH1D 000 77777 0 061331 2F 000000 31E37080RAT2

300212 82544191 100000.00
 LLA :
 CF 97X4930 NH1D 000 77777 0 061331 2F 000000 31E3708017TX

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MOD 23

100238 83361682 32000.00
 LLA :
 CJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1V0902010

100239 83361683 32000.00
 LLA :
 CK 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1K090N101

100240 83361684 100000.00
 LLA :
 CL 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
 Standard Number: RCP# N0001409WX30026 ACRN AA

100241 83361685 170000.00
 LLA :
 CM 1781319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
 Standard Number: RCP# N0001409WX30042 ACRN AA

100242 83361686 67000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

100243 83361687 114000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP # N0002409WX10122 ACRN AA

100244 83361688 60000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

100245 83361689 210000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

100246 83361690 25000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

100247 83361694 42000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

100248 83361693 100000.00
 LLA :
 CP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E090COMP

100249 83361692 55000.00
 LLA :
 CN 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002409WX10122 ACRN AA

300213 83361691 20000.00
 LLA :
 CT 1781319 15YV 253 SASHP 0 068342 2D 005120 331330000010
 Standard Number: RCP# N0002408WX10122 ACRN AA

MOD 24

100250 83442523 25000.00
 LLA :
 CU 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGD0910303

100251 83442527 160000.00
 LLA :
 CV 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGD0910305

100252 83442528 20000.00

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LLA :
 CW 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGD0920302

MOD 25

100115 90281082 142800.00
 LLA :
 DJ 2192040 0000 6N 6N7H P622307.MP221 255Y 9R8AB5 S01021
 Standard Number: M1PR9CDAVR8128 ACRN AA

100253 90281071 5000.00
 LLA :
 CX 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3B09F0100

100254 90281072 5000.00
 LLA :
 CY 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3C09ECMB1

100255 90281073 15000.00
 LLA :
 CZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3C09BISEA

100256 90281074 30000.00
 LLA :
 DA 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3B09A0200

100257 90281075 10000.00
 LLA :
 DB 97X4930 NH1D 000 77777 0 061331 2F 000000 31R2N090DGLV

100258 90281076 140979.00
 LLA :
 DC 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901001

100259 90281077 277436.00
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901002

100260 90281078 177377.00
 LLA :
 DE 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901004

100261 90281079 165395.00
 LLA :
 DF 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901007

100262 90281080 394813.00
 LLA :
 DG 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901009

100263 90281081 20000.00
 LLA :
 DH 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901016

100264 90493302 50000.00
 LLA :
 DL 1791319 W3TP 000 RA914 0 068342 2D 000000 022970001CS0
 Standard Number: M1PR # N0001409WX30026 ACRN AA

MOD 26

100260 90281078 (60000.00)
 LLA :
 DE 97X4930 NH1D 000 77777 0 061331 2F 000000 31AFE0901004

300301 90624903 95398.00
 LLA :
 DK 1781109 5050 310 67854 067443 2D 5050SX 8RC8508615E1
 Standard Number: M1PR# M9545008RC85086 ACRN AA

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

SUBCONTRACTING PLAN

If the offeror is a large business, a Subcontracting Plan in accordance with FAR 52.219-9 must be submitted with the offer.

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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

DISTRIBUTION LIMITATION STATEMENT

Technical documentation generated under this task order 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 statements shall be as near to the title as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO US GOVERNMENT AGENCIES ONLY:ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, ATTN: STEVEN NAUD, CODE E33, 110 VERNON AVE., 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.

RELEASE OF INFORMATION

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

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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 71,000 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

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first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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

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

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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.

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NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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; and (3) 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.

=====

Key Personnel Clause

(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 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 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; and

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

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the

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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.

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 in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel Clause

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 [*] and the Contracting Officer's Representative (COR) [*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

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

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

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

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

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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, Dated 2-13-2006, 10 Pages

DD Form 254, Rev 1, Dated 2-14-07, 4 Pages