

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE 23-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 1300220021-0001; 1300206351-0001		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 cynthia.knight@navy.mil 301-342-5541	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713		CODE S0512A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Synectic Solutions 1701 Pacific Avenue Suite 260 Oxnard CA 93033-1887		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4130-M801
		10B. DATED (SEE ITEM 13) 01-Nov-2006

CAGE CODE 09WL9	FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(b) Unilateral Modification and FAR 52.232-22 Limitation of Funds

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) J. Larry Mattingly, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/J. Larry Mattingly (Signature of Contracting Officer)	16C. DATE SIGNED 23-Sep-2011

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GENERAL INFORMATION

The purpose of this unilateral modification is to 1) Provide funding for continued task order performance; and 2) Update Section G CONTRACT ADMINISTRATION DATA, clause SEA 5252.232-9104 ALLOTMENT OF FUNDS. FAR clause 52.232-22 Limitation of Funds applies to this modification. Accordingly, said Task Order is modified as follows:

1. The Line of Accounting information is hereby changed as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400023	WCF	0.00	25,632.77	25,632.77
400024	WCF	0.00	43,287.45	43,287.45

The total amount of funds obligated to the task order is hereby increased from \$ [REDACTED] by \$ [REDACTED]

The total value of the task order is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

2. Section G Contract Administration Data, clause SEA 5252.232-9104 is hereby updated as follows:

REPLACE WITH:

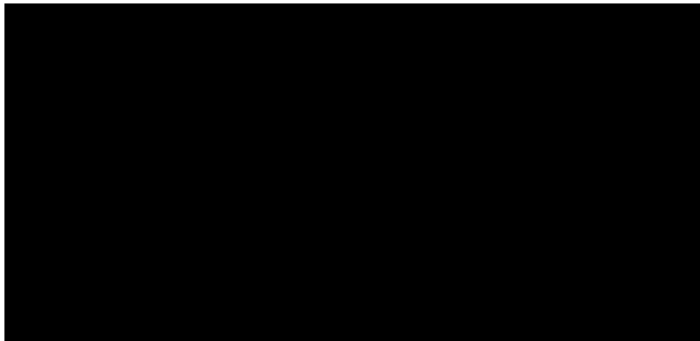
SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

FUNDING PROFILE

It is estimated that these incremental funds will provide for [REDACTED] direct labor hours. The following details funding to date:

BASE PERIOD



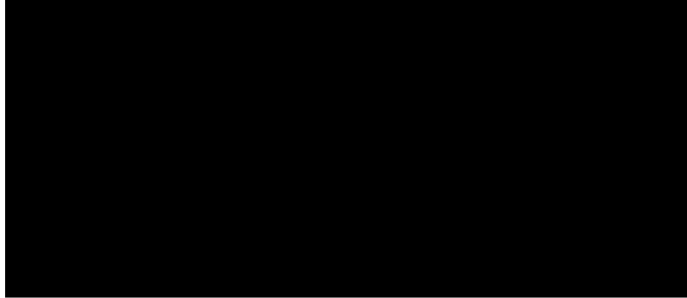
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REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 1 NOV 06 THRU 31 OCT 07

OPTION PERIOD I

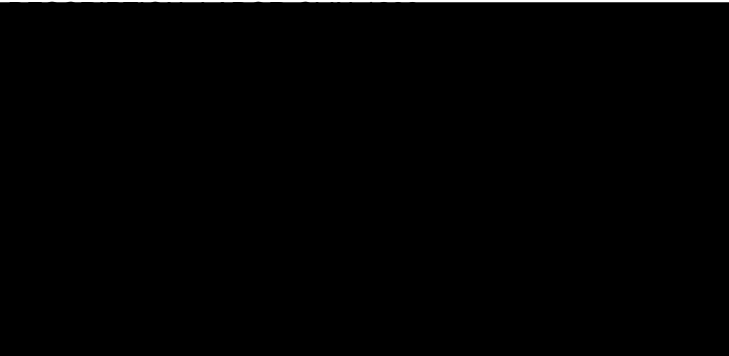
DESCRIPTION: LABOR CLIN 1100



REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 1 NOV 07 THRU 31 OCT 08

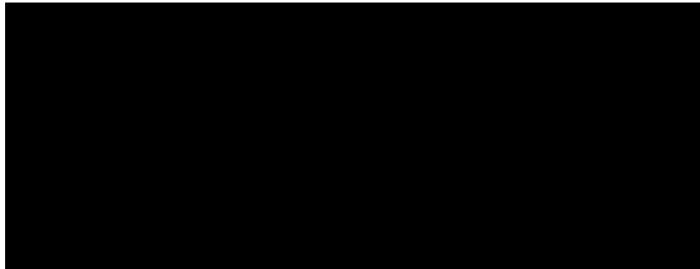
OPTION PERIOD II



PERIOD OF PERFORMANCE: 1 NOV 08 THRU 31 OCT 09

OPTION PERIOD III

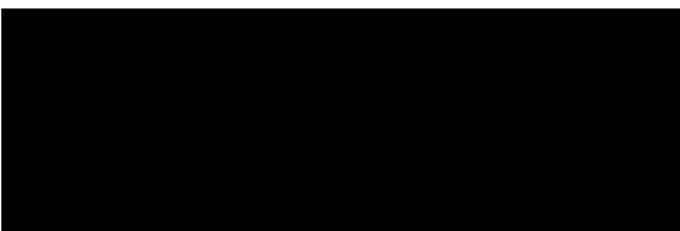
DESCRIPTION: LABOR CLIN 1300



PERIOD OF PERFORMANCE: 1 NOV 09 THRU 31 OCT 10

OPTION PERIOD IV

DESCRIPTION: LABOR CLIN 4000



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PERIOD OF PERFORMANCE: 1 NOV 10 THRU 31 OCT 11

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN/SLINs 1000, 1100, 1200, 1300, 3000, 3100, 3200, 3300, and 6000 are fully funded and performance under these CLIN/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

All other terms and conditions of the task order remain in full force and effect.

A conformed copy of this task order is attached to this modification for informational purposes only.

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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	Base Period: Logistics and other support services in accordance with Section C (TBD)	1.0 LO			
100001	Funding in support of CLIN 1000 ACRN: AA (OTHER)				
100002	Funding in support of CLIN 1000 ACRN: AB (OTHER)				
100003	Funding in support of CLIN 1000 ACRN: AD (OTHER)				
100004	Funding in support of CLIN 1000 ACRN: AB (OTHER)				
100005	Funding in support of CLIN 1000 ACRN: AE (OTHER)				
100006	Funding in support of CLIN 1000 ACRN: AF (OTHER)				
100007	Funding in support of CLIN 1000 ACRN: AG (OTHER)				
100008	Funding in support of CLIN 1000 ACRN: AH (OTHER)				
100009	Funding in support of CLIN 1000 ACRN: AJ (OTHER)				
100010	Funding in support of CLIN				

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1000 ACRN: AL
(OTHER)

1100 Option Period I: 1.0 LO 
Logistics and
other support
services in
accordance with
Section C
(O&MN,N)

110001 Funding in
support of CLIN
1100 ACRN: AM
(O&MN,N)

110002 Funding in
support of CLIN
1100 ACRN: AN
(O&MN,N)

110003 Funding in
support of CLIN
1100 ACRN: AP
(O&MN,N)

110004 Funding in
support of CLIN
1100 ACRN: AQ
(O&MN,N)


110005 Funding in
support of CLIN
1100 ACRN: AR
(O&MN,N)

110006 Funding in
support of CLIN
1100 ACRN: AS
(O&MN,N)

110007 Funding in
support of CLIN
1100 ACRN: AT
(O&MN,N)

110008 Funding in
support of CLIN
1100 ACRN: AU
(O&MN,N)

110009 Funding in
support of CLIN
1100 ACRN: AW
(O&MN,N)

1200 Option Period II: 1.0 LO 
Logistics and
other support
services in
accordance with
Section C (TBD)

120001 Funding in

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support of CLIN
 1200 ACRN: AW
 (OTHER)

120002 Funding in
 support of CLIN
 1200 ACRN: AX
 (OTHER)

120003 Funding in
 support of CLIN
 1200 ACRN: AZ
 (OTHER)

120004 Funding in
 support of CLIN
 1200 ACRN: AY
 (OTHER)

120005 Funding in
 support of CLIN
 1200 ACRN: BB
 (OTHER)

120006 Funding in
 support of CLIN
 1200 ACRN: BC
 (OTHER)

120007 Funding in
 support of CLIN
 1200 ACRN: BD
 (OTHER)

1300 Option Period
 III: Logistics
 and other support
 services in
 accordance with
 Section C (TBD)

130001 Funding in
 support of CLIN
 1300. (O&MN,N)

130002 Funding in
 support of CLIN
 1300. (O&MN,N)

130003 Funding in
 support of CLIN
 1300. (O&MN,N)

130004 Funding in
 support of CLIN
 1300. (O&MN,N)

130005 Funding in
 support of CLIN
 1300. (O&MN,N)

130006 Funding in
 support of CLIN
 1300 ACRN BL

1.0 LO



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(O&MN,N)

130007 Funding in
support of CLIN
1300. ACRN BM
(O&MN,N)

130008 Funding in
support of CLIN
1300. ACRN BN
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	ODC in support of CLIN 1000 (OTHER)	1.0 LO	██████████
300001	Funding in support of CLIN 3000 ACRN: AC (OTHER)		
300002	Funding in support of CLIN 3000 ACRN: AD (OTHER)		
300003	Funding in support of CLIN 3000 ACRN: AH (OTHER)		
300004	Funding in support of CLIN 3000 ACRN: AK (OTHER)		
300005	Funding in support of CLIN 3000 ACRN: AC (OTHER)		
300006	Funding in support of CLIN 3000 ACRN: AL (OTHER)		
300007	Funding in support of CLIN 3000 ACRN: AA (OTHER)		
300008	Funding in support of CLIN 3000 ACRN: AA (OTHER)		
3100	ODC in support of CLIN 1100 (O&MN,N)	1.0 LO	██████████

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310001 Funding in
support of CLIN
3100 ACRN: AM
(O&MN,N)

310002 Funding in
support of CLIN
3100 ACRN: AN
(O&MN,N)


310003 Funding in
support of CLIN
3100 ACRN: AP
(O&MN,N)

310004 Funding in
support of CLIN
3100 ACRN: AR
(O&MN,N)

310005 Funding in
support of CLIN
3100 ACRN: AS
(O&MN,N)

310006 Funding in
support of CLIN
3100 ACRN: AV
(O&MN,N)

310007 Funding in
support of CLIN
3100 ACRN: AW
(O&MN,N)

3200 ODC in support of 1.0 LO 
CLIN 1200 (OTHER)

320001 Funding in
support of CLIN
3200 ACRN: AX
(OTHER)

320002 Funding in
support of CLIN
3200 ACRN: AZ
(OTHER)

320003 Funding in
support of CLIN
3200 ACRN: BB
(OTHER)

320004 Funding in
support of CLIN
3200 ACRN: BC
(OTHER)

320005 Funding in
support of CLIN
3200 ACRN: BD
(OTHER)

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320006 Funding in
support of CLIN
3200 ACRN: AX
(OTHER)

3300 ODC in support of 1.0 LO [REDACTED]
CLIN 1300 (OTHER)

330001 Funding in
support of CLIN
3300 (OTHER)

330002 Funding in
support of CLIN
3300 (OTHER)

330003 Funding in
support of CLIN
3300 (OTHER)

330004 Funding in
support of CLIN
3300 (OTHER)

330005 Funding in
support of CLIN
3300 (O&MN,N)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Option Period IV: Logistics and other support services in accordance with Section C (TBD)	1.0 LO	[REDACTED]		
400001	Funding in support of CLIN 4000 Labor ACRN BP (TBD)				
400002	Funding in support of CLIN 4000 Labor ACRN BQ (TBD)				
400003	Funding in support of CLIN 4000 Labor ACRN BR (TBD)				
400004	Funding in support of CLIN 4000 Labor ACRN BS (TBD)				
400005	Funding in support of CLIN 4000 Labor ACRN				

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BT (TBD)

400006 Funding in
support of CLIN
4000 Labor ACRN
BT (TBD)

400007 Funding in
support of CLIN
4000 Labor ACRN
BU (TBD)

400008 Funding in
support of CLIN
4000 Labor ACRN
BW (O&MN,N)

400009 Funding in
support of CLIN
4000 Labor ACRN
BX (WCF)

400010 Funding in
support of CLIN
4000 Labor ACRN
BY (WCF)

400011 Funding in
support of CLIN
4000 Labor ACRN
BZ (WCF)

400012 Funding in
support of CLIN
4000 Labor ACRN
CA (WCF)

400013 Funding in
support of CLIN
4000 Labor ACRN
CB (WCF)

400014 Funding in
support of CLIN
4000 Labor ACRN
CC (O&MN,N)

400015 Funding in
support of CLIN
4000 Labor ACRN
CH (WCF)

400016 Funding in
support of CLIN
4000 Labor ACRN
CE (O&MN,N)

400017 Funding in
support of CLIN
4000 Labor ACRN
CF (O&MN,N)

400018 Funding in
support of CLIN

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4000 Labor ACRN
CG (O&MN,N)

400019 Funding in
support of CLIN
4000 Labor ACRN
CJ (O&MN,N)

400020 Funding in
support of CLIN
4000 Labor ACRN
CK (WCF)

400021 Funding in
support of CLIN
4000 Labor ACRN
CL (WCF)

400022 Funding in
support of CLIN
4000 Labor ACRN
CM (WCF)

400023 Funding in
support of CLIN
4000 Labor ACRN
CT (WCF)

400024 Funding in
support of CLIN
4000 Labor ACRN
CU (WCF)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	ODC in support of CLIN 4000 (OTHER)	1.0	LO	
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600001 Funding in
support of CLIN
6000 ACRN BP
(OTHER)

600002 Funding in
support of CLIN
6000 ACRN BV
(OTHER)

600003 Funding in
support of CLIN
6000 ACRN BW
(O&MN,N)

600004 Funding in
support of CLIN
6000 ACRN BY
(WCF)

600005 Funding in
support of CLIN

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6000 ACRN CD
(O&MN,N)

600006 Funding in
support of CLIN
6000 ACRN CM
(WCF)

600007 Funding in
support of CLIN
6000 ACRN CN
(WCF)

600008 Funding in
support of CLIN
6000 ACRN CP
(WCF)

600009 Funding in
support of CLIN
6000 ACRN CQ
(WCF)

600010 Funding in
support of CLIN
6000 ACRN CR
(WCF)

600011 Funding in
support of CLIN
6000 ACRN CS
(WCF)

Additional SLINs may be created to accommodate different types of funds that may be used to fund this effort.

All CLINs are Cost Reimbursable to include travel and materials.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – STATEMENT OF OBJECTIVES

1.0 SCOPE: Provide acquisition logistics management, support/analyses and evaluation of logistics planning supportability, maintenance planning, and program management/configuration management support for NAVAIR 6.6.3, 6.6.3.1, 6.6.3.2, 6.6.3.3, 6.6.3.4 and 6.6.3.5 codes, Assistant Program Managers, Logistics (APMLs), Directors of Logistics (DOLs) and other cognizant personnel for logistics resource requirements for air - to - air missiles, strike and time sensitive weapons, cruise missiles, and aerial targets. Plan, participate, and manage logistics planning workshops and recommend solutions to logistics related planning and execution problems. Coordinate logistic support efforts with representatives of the OPNAV Warfare Sponsors, NAVSEA Program Managers, Program Executive Offices Staffs, Program Managers, NAWC Field Activities, Navy Inventory Control Point (NAVICP), Naval Weapons Stations, Weapon Depots, and defense contractors. Conduct technical analyses and evaluations associated with tasking documents, data calls, program plans and other acquisition logistics related deliverables. This work will be performed at Government and contractor facilities in Patuxent River, MD, NAS North Island, CA, St. Louis, MO, and Tobyhanna Army Depot, Chambersburg, PA for a period of twelve months with annual options through term of basic contract.

Detailed Task 2.0 LOGISTICS SYSTEMS MANAGEMENT

General Task 2.1 Logistics Planning - The contractor shall manage and direct the analyses and evaluation of Logistic Planning of the following but not limited to SLAM-ER, Air and Surface Harpoon, AWW-13 POD, Aerial Targets, Hellfire, TOW, Maverick, Sidewinder and Sparrow Foreign Military Sales Missile Programs, Aircraft Armament Equipment, training systems, airborne weapons and support equipment for the Logistics Competency. The contractor shall perform the following support services:

- (1) Manage and assist in developing a comprehensive Acquisition Logistics Support Plan (ALSP) for weapon systems, training equipment, subsystems or support systems. Review recommended changes from fleet and other activities, Engineering Change Proposals, Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Management of milestone charts by providing recommended updates reflecting delivery schedule changes or slippages and changes in the maintenance concept precipitated by modifications.
- (2) Manage and assist in Development of Warranty Management Program for identification and tracking of contractor Warranty program requirements. Manage and evaluate Original Equipment Manufacturer (OEM) or prime contractor warranty program elements to identify any area which does not utilize valid and current data or in which the requirements do not conform to Department of Defense (DOD) directives and policy.
- (3) Manage and assist in developing and modifying alternative Weapon System Support (WSS) strategies for weapon systems, subsystems and/or support systems and identify the most effective plan to ensure the accomplishment of program objectives.
- (4) Manage and assist in development of a User's Logistics Support Summary (ULSS)/Operational Logistics Support Summary (OLSP). Provide specific information concerning weapons systems support planning and requirements for airborne weapon systems, training equipment, subsystems and/or support systems. The plan shall include support and maintenance concepts; installation locations support arrangements prior to organic support; allowance parts lists; technical documentation; support equipment at each level of maintenance, training courses, and schedule; personnel requirements required for operation and maintenance software support; facilities requirements and warranty provisions.
- (5) Manage and conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at selected test and evaluation sites, training sites and operational ashore and afloat sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet site/unit activation planning milestones. Provide recommendations for possible changes to site support including, but not limited to: 1) maintenance planning; 2) phased support; 3) manpower and personnel requirements; 4) initial provisioning and

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material support; 5) support equipment (including, Automatic Test Equipment (ATE)); 6) training and training devices; 7) technical data including computer resources support; 8) packaging, handling, storage and transportation; and 9) facilities.

(6) Manage and direct the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC planning and maintenance concepts for the selected end items. Provide recommended updates to the LCC/TOC program plans and technical information requirements.

(7) Manage and assess program-planning documents, investigate discrete activities within each logistics and hardware element area, recommend logical interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Recommend schedules for each discrete activity and provide management of the schedules that ensure the accomplishment of program milestones.

(8) Develop plans to systematically track action items generated at WSS meetings and manage input by providing a monthly status report. Provide intermediate action item status reports. The action item analyzing and management tracking shall be accomplished utilizing command approved action item tracking systems.

(9) Manage and assess the various aspects of the Phased Support Program during appropriate life cycle phase(s), and the progress/adequacy of the logistic planning and scheduling with respect to each of the functional systems. This effort includes the comparison of events at each designated site and the verification of the sequence of major milestone accomplishments. Assess the transition of maintenance capability with respect to the availability of systems/equipment. Recommend corrective action regarding potential and actual problem areas identified during the course of the effort.

(10) Manage the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering/Logistics reviews and other technical and logistics meetings.

(11) Attend and participate in logistics management reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and any action items identified. Prepare program planning briefs/presentation materials including transparencies (black/white and full-color), videotapes, and slides, compatible with the latest multimedia systems.

(12) Manage and develop supportability Statements of Work (SOW), Statements of Objectives (SOO), and Performance Based Supportability Specifications for new and modification programs, utilizing the NAVAIR Contracting for Supportability Guide; DOD's Acquisition Logistics Handbook and the Logistics Management Information Performance Specification as reference material.

(13) Manage and provide recommendations for the development of a comprehensive Post Production Support Plan (PPSP).

(14) Identify and assess the principal factors impacting the supportability of a specified weapon system/subsystem to quantify the scope and nature of weapon system support required to meet specific operational mission requirements efficiently and effectively. Assist in the management of WSS planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of ILS shortfalls. Recommend actions to correct/alleviate identified support problems.

(15) Conduct logistics impact assessments management of new technology programs that may be utilized in support of weapon systems, training systems, airborne weapons, and support equipment.

(16) Develop and manage the Logistics Requirements Funding Summary (LRFS). The LRFS shall include the funding requirements and justification for all the elements of logistics. The LRFS shall be developed utilizing existing automated tools.

(17) Manage and assist in development and maintenance of comprehensive affordable readiness plans for weapon systems, training equipment, subsystems or support systems. The plans shall be developed utilizing

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Command developed templates. The plan shall contain operations and support cost reduction targets, define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals.

(18) Conduct technical studies and analyses to develop procedures and provide recommendations to enhance life-cycle supportability, availability and maintainability.

(19) Review, develop, and track Support Equipment Recommendation Data (SERD). Provide recommendations regarding approval of SERDS.

(20) Study and categorize support equipment availability, selection, capability and limitations to promote standardization of equipment, repair, and recoverability procedures.

General Task 2.2 Develop and Manage Supportability Analysis – The contractor shall provide logistic/cost/readiness/supportability analyses for the following, but not limited to SLAM-ER, Air and Surface Harpoon, AWW-13 POD, Aerial Targets, Hellfire, TOW, Maverick, Sparrow and Sidewinder Foreign Military Sales (FMS) Missile Programs, Aircraft Armament Equipment, training systems, airborne weapons and support equipment for the Logistics Management Competency. The contractor shall perform the following support services:

(1) Manage and analyze maintenance and logistics cost databases, and provide assessments of weapon system support costs, schedules, availability, level of incorporation, and impact on WSS/operational readiness of proposed Engineering Change Proposals.

(2) Review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics. In accordance with the change management policies, identify the impact on Life Cycle and Total Ownership Costs, maintenance task analysis, Maintenance Plans (MP), Level of Repair Analysis (LORA), provisioning computations and technical documentation. Provide change recommendations as well as manage and track WSS planning documents, such as the Acquisition Logistics Support/Maintenance Plans.

(3) Conduct investigations, technical studies and evaluations to identify the current status of Weapons Systems Support (WSS) elements affecting production or production capability development programs. Problem areas shall be identified and recommendations provided to correct them. Develop, review and update workload transitions, production support, and production plans. Provide technical recommendations relating to supportability improvement using data resulting from on-going activities, such as ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP) and readiness and maintenance plan reviews.

(4) Provide Source, Material and Recoverability (SM&R) code analyses for proposed SM&R code changes. Investigate maintenance level capabilities, development cost factors, procurement cost factors, and the overall logistics impact of the recommended changes. Perform Level of Repair Analyses upon completion of cost impact analyses.

(5) Perform and manage logistics impact assessment of Pre-Planned Product Improvements, Engineering Change Proposals (ECP), Engineering Investigation (EI) Requests, Quality Deficiency Reports (QDR), Technical Publication Deficiency Reports (TPDR), Bulletins, Technical Directives and other engineering and logistics products and documents for the weapon system. Provide detailed independent analyses to ensure the attainment of operational, maintenance and logistics objectives. Implement and maintain a system for tracking proposed changes. Perform comparative engineering assessments and cost analyses of proposed changes in accordance with change management policies for impacts on operational and field services and develop bases for estimating the costs of proposed changes including installation costs and schedules.

(6) Analyze and manage overall system /equipment reliability, maintainability and availability characteristics to determine projected availability. Provide Readiness Improvement Status Evaluation and other status reports, identifying current fleet readiness problems, mission capability/full mission capability, factors causing readiness degradation, corrective action, and get well dates.

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(7) Conduct Pre and Post carrier deployment logistics supportability analyses to determine carrier suitability for the success of the deployments. Identify and resolve systemic fleet support problems and coordinate the resolution of program specific logistics support deficiencies with Program and Fleet Support Teams.

General Task 2.3 Weapons Systems Planning & Development: The contractor shall provide overarching preparation and management of ordnance planning documents to include, but not limited to:

(1) Visibility & Management of Operations & Support Costs (VAMOSOC), Five (5) year demil/disposal report, Annual Ordnance Stratification report, inventory reports, Transparency in Arms (TIA), Airborne Weapons Systems Planning Documents (WSPDs), 7 year Quality Evaluation Matrix and other miscellaneous ordnance reports.

(2) Provide integrated logistics support for the Naval Aviation Logistics Command Management Information System (NALCOMIS), Optimized Organizational Maintenance Activity (OOMA), and Configuration Management Information System (CMIS) Programs across all weapons and ordnance programs. Analyze and manage work unit code (WUC) structures; maintenance tasks (special, preservation, conditional, ASPA and phase inspections), and incorporate technical directives.

(3) Analyze and manage Ordnance Programs Optimization Model (OPOM) requirements and cost data across all NAVAIRSYSCOM weapon commodities. Identify inconsistencies and provide recommendations for standardization. Ensure data is appropriately input and is in compliance with ABC dictionary and business rules.

3.0 TECHNICAL DATA -- Technical data to be provided is as follows in accordance with the Contract Data Requirements List (DD1423) Exhibit A as stated in the Basic contract clause C-10, Monthly Status Report (DCRL A001), Monthly Funds and Expenditures Report (CDRL A002), and OPSEC PAn (CDRL A003).

4.0 OPERATIONS SECURITY (OPSEC) Program

4.1 OPSEC (Operational Security) – An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A003 contained in Exhibit A. Contractor personnel will be subject to a Government security investigation and must meet eligibility requirements for access to SECRET information, as noted in the Attachment (1), DD 254. The contractor shall ensure that any new employees prior to their starting on the task have and maintain a minimum of Department of Defense (DOD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

(a) The OPSEC Program to be furnished under this Item will be furnished pursuant to the requirements herein:

(1) The Contractor is required to provide Operations Security (OPSEC) protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined in Title 15, United States Code Section 278g-3(d)(4)). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, “National Industrial Security Program Operating Manual (NISPOM).” The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 4332.1. The contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplemental (DFARS) Clause 252.239-7016, as appropriate. The contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level OPSEC program following Exhibit A, Item A001, DD Form 1423 (Aug 96), Contract Data Requirements List (to be furnished to the contractor by the Government with the first delivery order placed under this agreement), to protect classified and sensitive information to be held, provided, used, handled, discussed, stored, transmitted, or delivered at a contractor’s or subcontractor’s facilities during performance of this contract. The contractor’s OPSEC program is to be described in a facility level OPSEC planning document. The contractor will submit only one draft OPSEC plan, applicable collectively to this contract, within 90 days of receiving the awarded contract. The contractor will submit the draft document in MS Word 6.0 (or later) format on floppy or compact disk to the Government (AIR –7.4.4) for approval.

(2) The contractor is responsible for subcontractor implementation of OPSEC requirements for this contract.

5.0 TRAVEL – Estimated travel for each year. For informational purposes only the estimated yearly travel cost is

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approximately \$ [REDACTED] and the following table estimated travel is provided:

Departure Arrival City Trips People Days Nights

NAVAIR Point Mugu, CA 12 1 5 4

NAVAIR Norfolk, VA 2 1 3 2

NAVAIR San Diego, CA 6 1 5 4

NAVAIR ST. Louis, MO 4 1 5 4

NAVAIR Tobyhanna, PA 2 1 3 2

NAVAIR Yorktown, VA 10 1 1.5 1

NAVAIR Seattle, WA 1 1 5 4

NAVAIR Fallon, NV 1 1 5 4

NAVAIR Destin, FL 1 1 5 4

NAVAIR Indianapolis, IN 2 1 4 3

NAVAIR Honolulu, HI 1 1 5 4

NAVAIR Crane, IN 2 1 5 4

NAVAIR Fallbrook, CA 4 1 5 4

NAVAIR Mechanicsburg, PA 4 1 2 1

San Diego, CA Lex Park, MD 4 1 5 4

San Diego, CA Jax, FL 3 1 5 4

China Lake, CA San Diego, CA 1 1 3 2

Ch Lake, CA Hill AFB, UT 1 1 3 2

ST. Louis, MO NAVAIR 2 1 4 3

ST. Louis, MO San Diego CA 2 1 5 4

ST. Louis, MO Yorktwn, VA 2 1 3 2

The Task Order Manager (TOM) will authorize all and only those travel expenses having valid receipts and travel claims will be reimbursed to the contractor. Travel will be reimbursed at cost in accordance with the Joint Travel Regulations.

6.0 MATERIAL COSTS -- OTHER DIRECT COSTS (ODC's)

The Contractor may be required to provide material and supplies. The Contractor shall purchase miscellaneous supplies, such as, folders, name tags, briefing supplies, and mailings in support of this effort through ODCs. The

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TOM will authorize the material expenses, and only those material expenses having prior TOM approval will be reimbursed to the Contractor.

7.0 PERSONNEL QUALIFICATIONS: Personnel assigned to this contract shall meet, at a minimum, the Personnel Qualifications provided in Attachment 2 of the RFP.

8.0 PERFORMANCE METRICS: The efforts herein shall be performance based and will be evaluated annually in accordance with Attachment 3, Performance Metrics.

9.0 NMCI

Computer resources for NMCI will be acquired in accordance with DFARS 5252.237-9503 as noted in the basic contract. Attachment 4, properly executed, shall be used by the contractor and contracting officer to authorize the purchase of the required support.

10.1 Work Schedule.

The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday -Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

The Contractor awarded this contract, with agreement by the TOM, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contracts, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government.

11.0 Place of Performance.

This requirement shall be performed 54% at the contractor’s facilities. At least of 60% of the work shall be performed within 30 miles of Patuxent River, MD 20670.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award Basic Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	11/1/2006 - 10/31/2007
1100	11/1/2007 - 10/31/2008
1200	11/1/2008 - 10/31/2009
1300	11/1/2009 - 10/31/2010
3000	11/1/2006 - 10/31/2007
3100	11/1/2007 - 10/31/2008
3200	11/1/2008 - 10/31/2009
3300	11/1/2009 - 10/31/2010
4000	11/1/2010 - 10/31/2011
6000	11/1/2010 - 10/31/2011

Place of Performance

Naval Air Station, Patuxent River

Naval Air Station, North Island

Tobyhanna Army Depot, Chambersburg PA

Contractor Site - St. Louis, MO

F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the contractor within 5 days of the current period of performance; provided, that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years.

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Mary E. Bailey

Code: AIR 6.6.3BA

Mailing Address: 47123 Buse Road, Bldg 2272, Suite 451, Patuxent River, MD

Telephone: (301) 757-7483

Commercial (301) 757-7483

DSN 757-7483

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan Appointment letter. See Section J.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

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(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (March 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:
http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html

Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC N00421
Admin Office DODAAC: S0512A
Inspector DODAAC (if applicable):
Ship To DODAAC (for Combo),
Service Acceptor DODAAC (for 2 in 1),
Service Approver DODAAC (for Final Cost Voucher) (if applicable) S0512A
Acceptor DODAAC (if applicable): N00421
Local Processing Office (LPO –if applicable):
DCAA Office DODAAC (Cost Voucher Approver – if applicable): D04238
Paying Office DODAAC: HQ0339

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

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Name: Mary Bailey
Email: Mary.Bailey@navy.mil
Phone: (301) 757-7483
Role: TOM

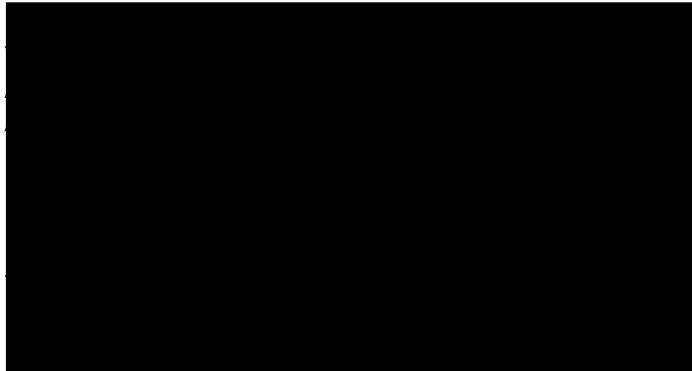
SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

FUNDING PROFILE

It is estimated that these incremental funds will provide for [REDACTED] direct labor hours. The following details funding to date:

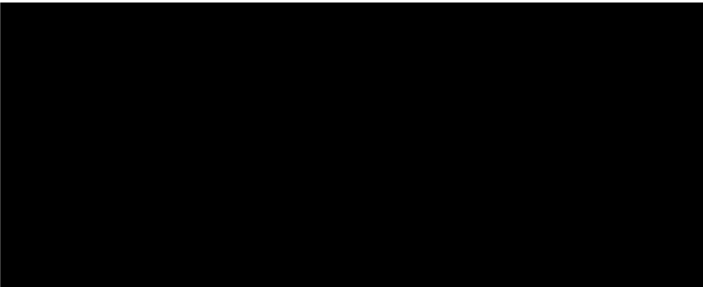
BASE PERIOD



PERIOD OF PERFORMANCE: 1 NOV 06 THRU 31 OCT 07

OPTION PERIOD I

DESCRIPTION: LABOR CLIN 1100



REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 1 NOV 07 THRU 31 OCT 08

OPTION PERIOD II

DESCRIPTION: LABOR CLIN 1200

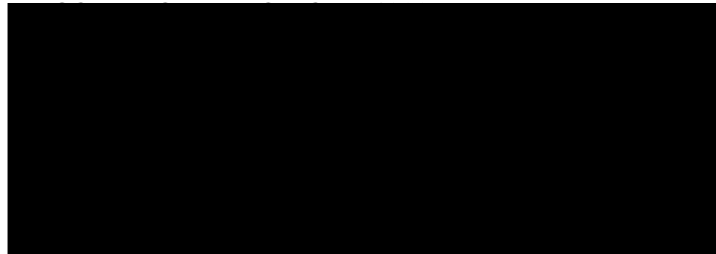


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PERIOD OF PERFORMANCE: 1 NOV 08 THRU 31 OCT 09

OPTION PERIOD III

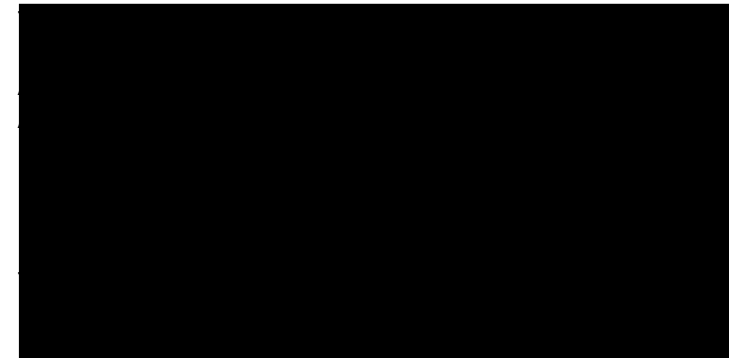


REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 1 NOV 09 THRU 31 OCT 10

OPTION PERIOD IV

DESCRIPTION: LABOR CLIN 4000



REMAINS TO BE FUNDED: \$0.00

PERIOD OF PERFORMANCE: 1 NOV 10 THRU 31 OCT 11

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN/SLINs 1000, 1100, 1200, 1300, 3000, 3100, 3200, 3300, and 6000 are fully funded and performance under these CLIN/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately ████████ 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:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(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,

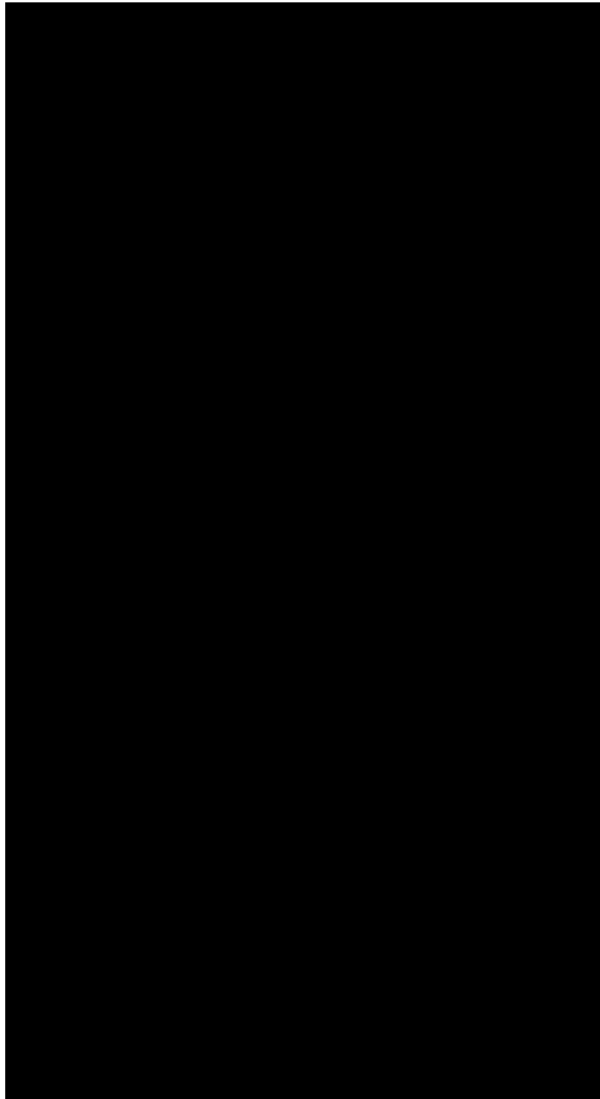
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the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct 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

(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.

Accounting Data
 SLINID PR Number Amount



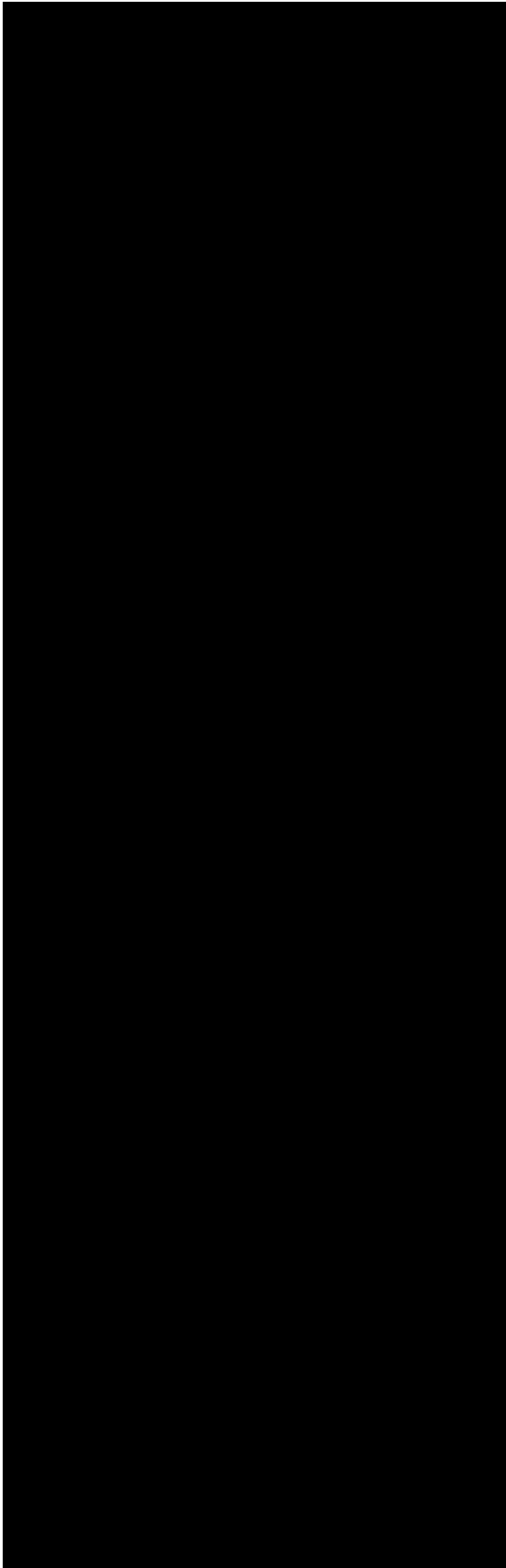
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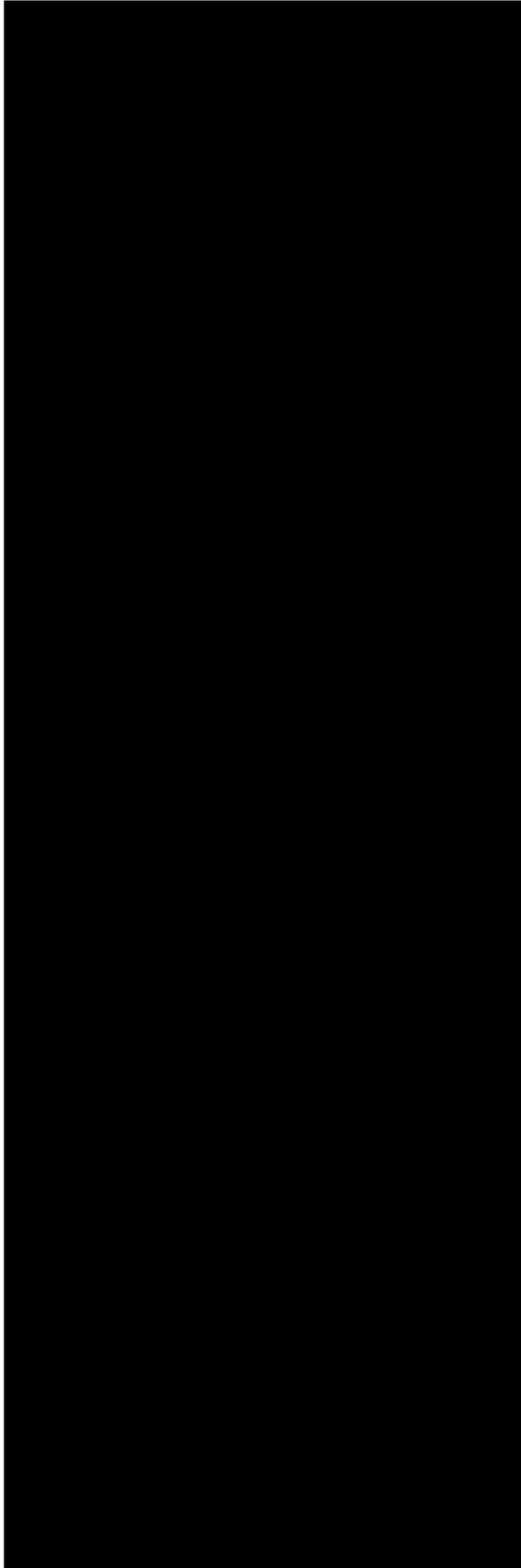
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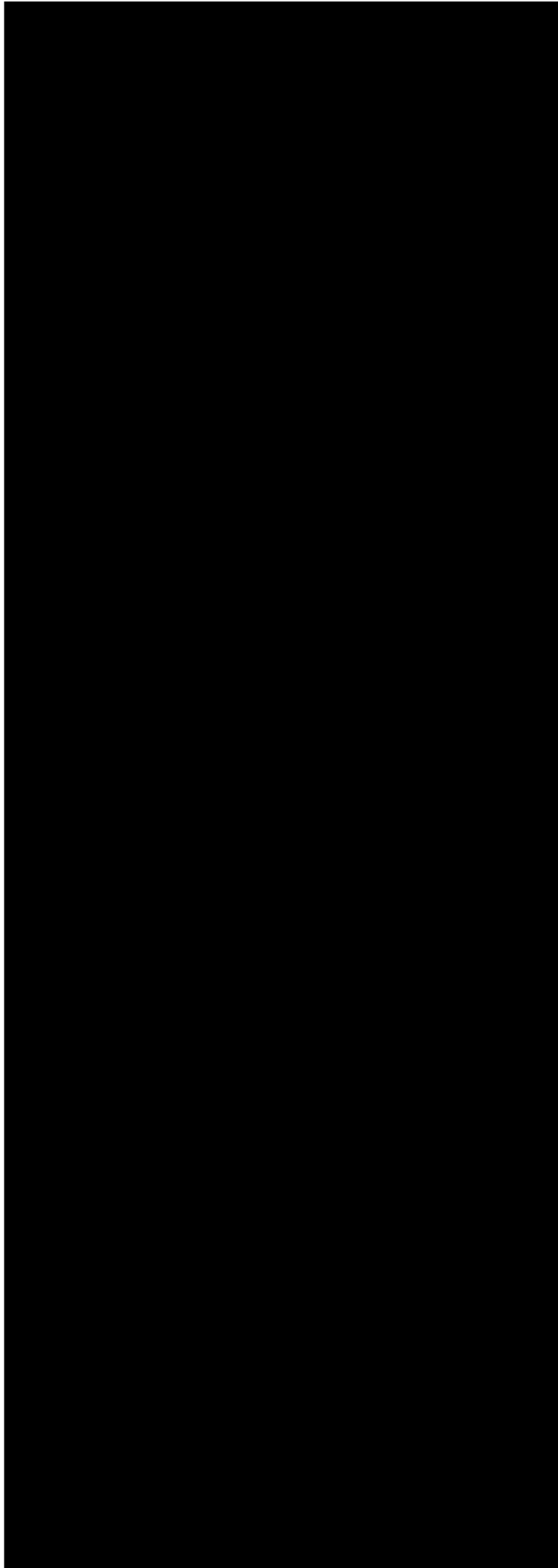
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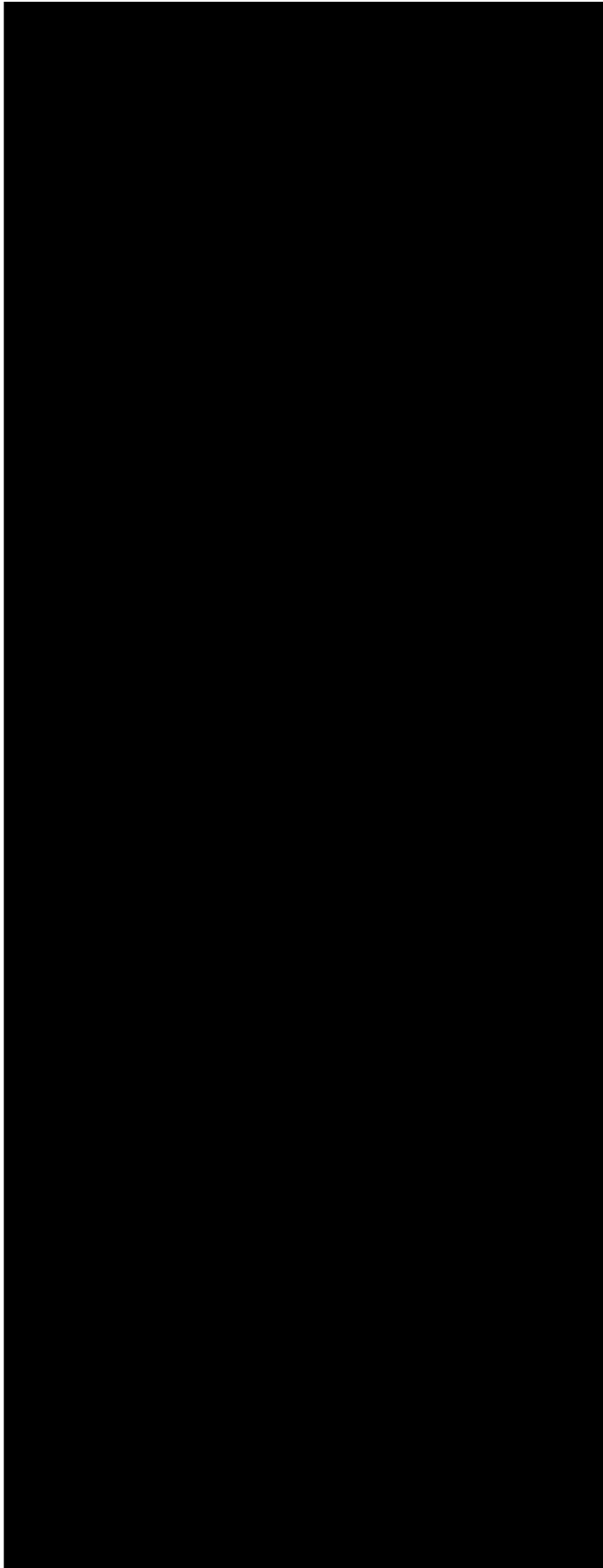


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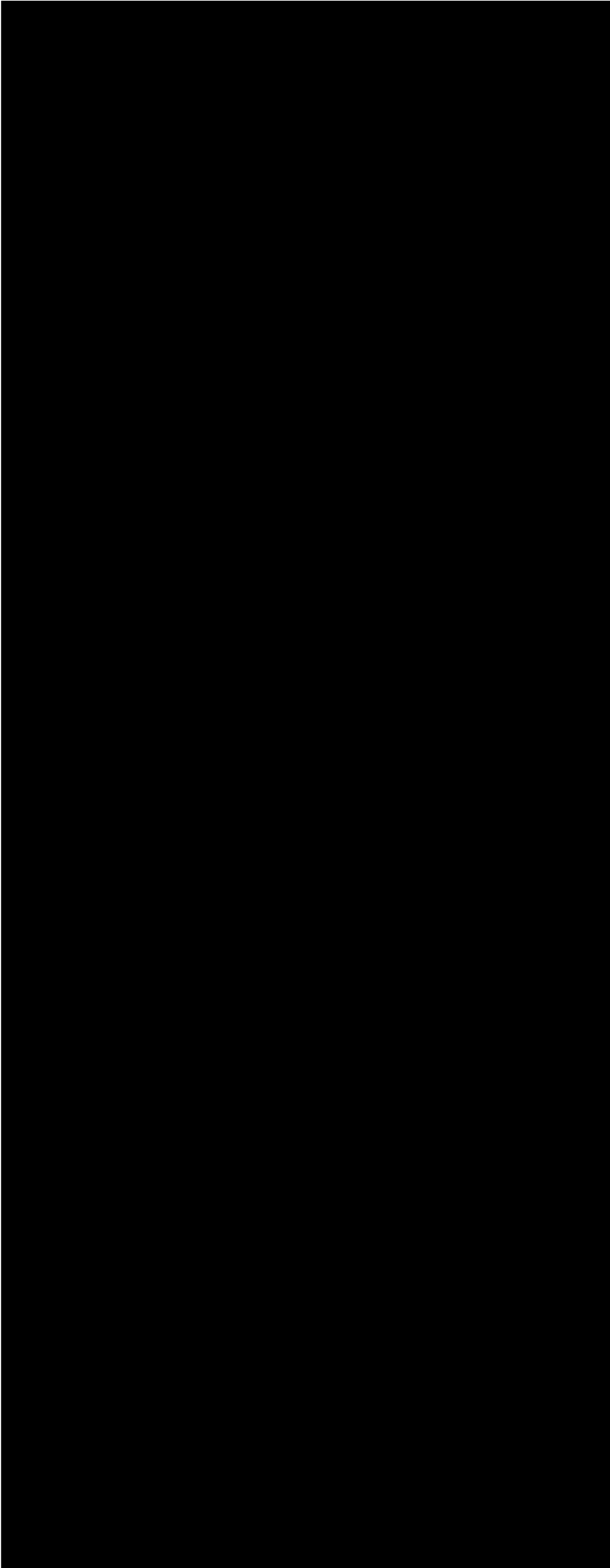
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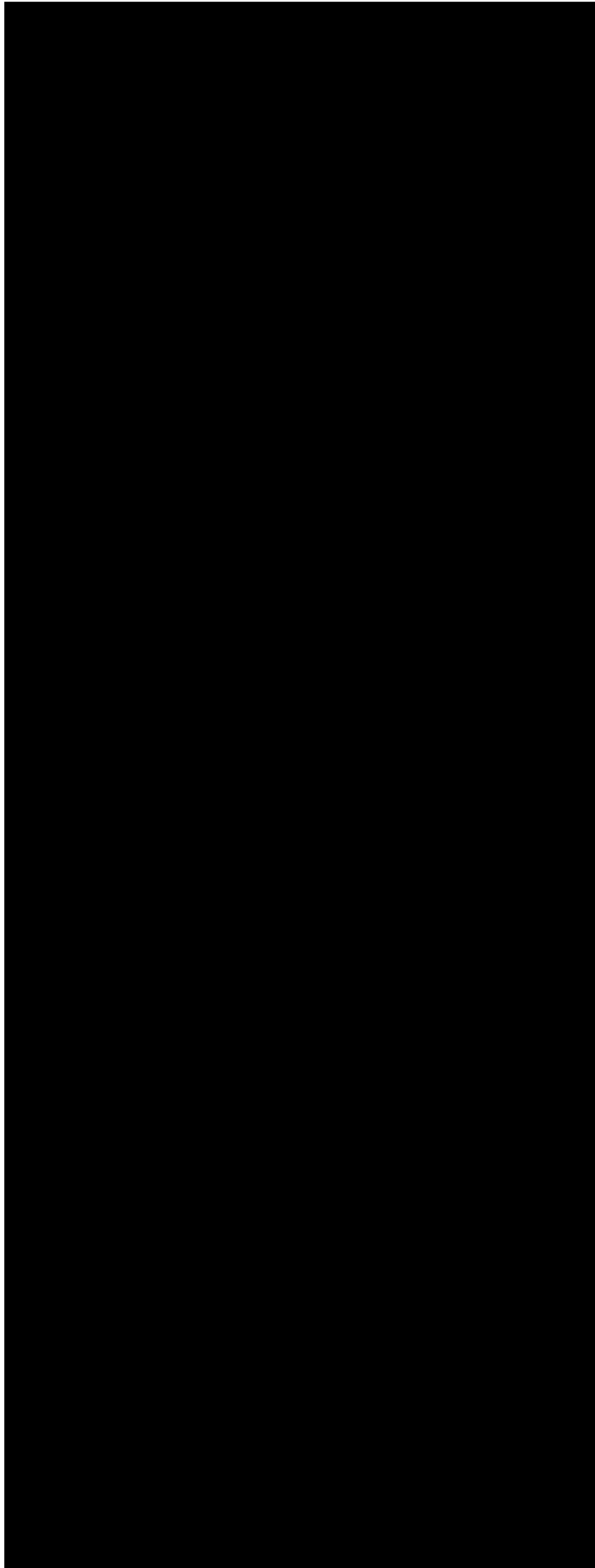
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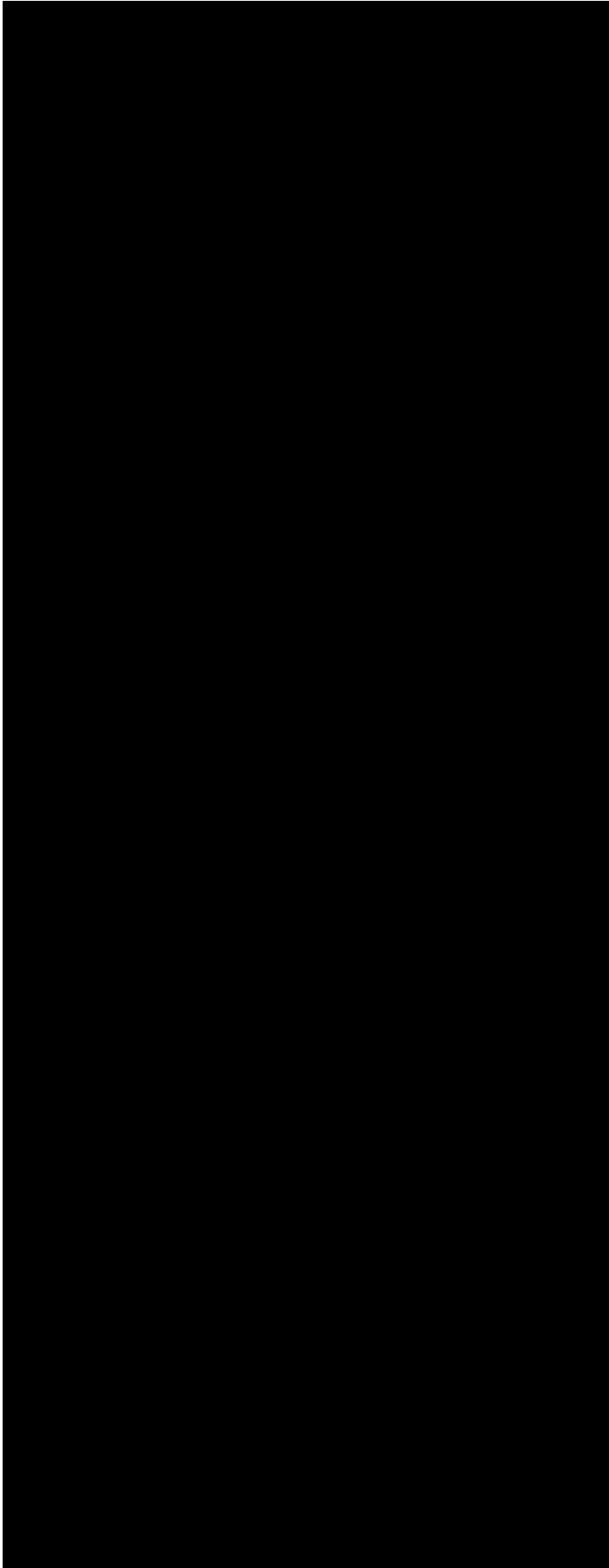
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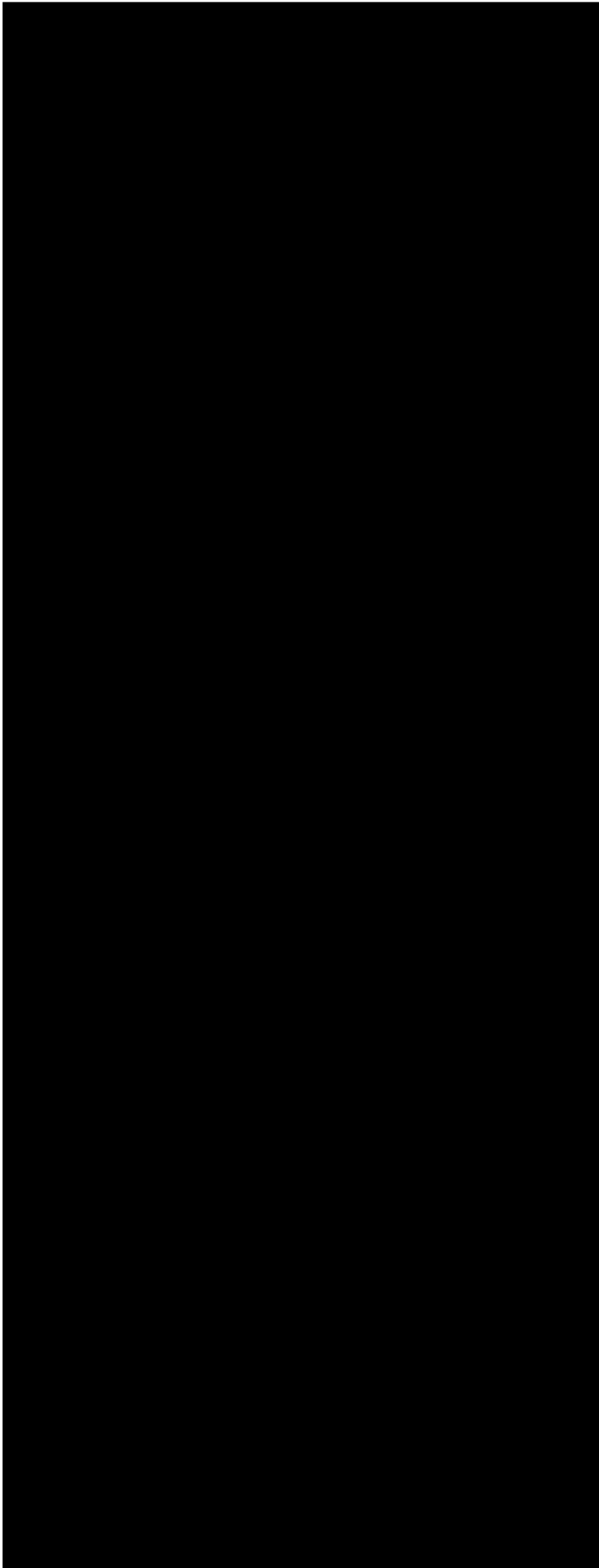
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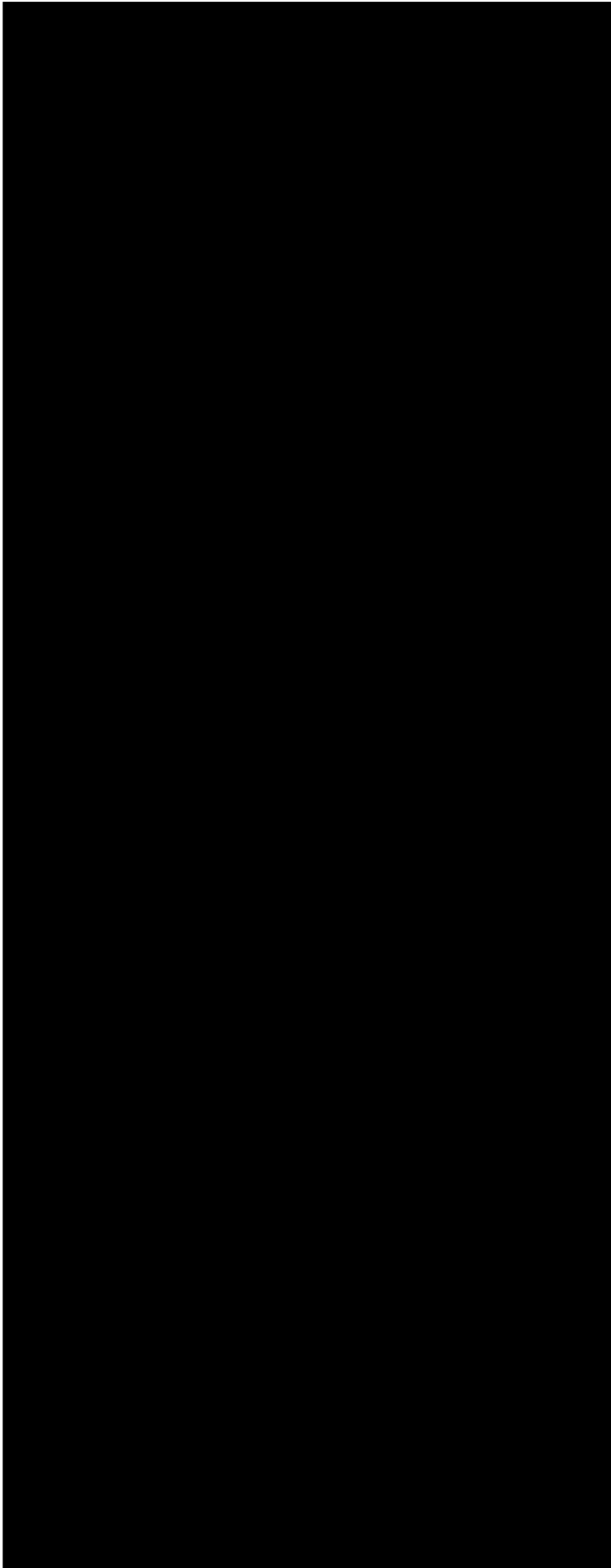
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment TBD. TBD will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities,

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engineering and technical services, management support services and studies, analyses and evaluations.

(6) “Consultant services” as defined in FAR 31.205-33(a).

(7) “Contractor”, for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) “Affiliates,” means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) “Interest” means organizational or financial interest.

(10) “Weapons system supplier” means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government’s interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government’s interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures

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deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

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(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any

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other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

52.219-14 -- LIMITATIONS ON SUBCONTRACTING (DEC 1996)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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SECTION J LIST OF ATTACHMENTS

Exhibit A -- Contract Data Requirements List, 3 pages

Attachment 1 -- DD254, Security Classification, 12 pages

Attachment 2 -- Performance Metrics, 1 page

Attachment 3 -- TOM Appointment Letter, 7 pages

Attachment 4 -- NMCI Form, 1 page