

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 08-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-58444	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 april.shupe@navy.mil 301-757-2532	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M802
		10B. DATED (SEE ITEM 13) 01-Aug-2006
CAGE CODE 3PWC2	FACILITY CODE 142406185	

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.

(*)	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.
[]	
[]	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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(b)
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] 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) Michelle L Briscoe, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Michelle L Briscoe	16C. DATE SIGNED 08-Apr-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this unilateral modification is to: (1) Under Section B - Supplies or Services and Prices, realignment of CLINs 1002 and 3002 ceilings, (2) Revise clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) in Section G - Contract Administration Data and (3) Provide Incremental funding for continued contract performance of Task Order M802 under Contract N00178-05-D-4466. Accordingly, said Task Order is modified as follows:

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

1. Under **Section B- Supplies or Services and Prices,**

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(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.

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

FUNDING PROFILE

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(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) CLINs/SLINs 1000, 100001, 100002, 100003, 10004, 3000, 300001, 1001, 100101, 100102, 100103, 100104, 100105, 100106, 100107, 100108, 100109, 3001, 300101, 300102, 300103, 300104 are fully funded and performance under these CLINs/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.

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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	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRs. (OTHER)			
100001	Funding to support SOW. (OTHER)			
100002	Funding to support SOW. (OTHER)			
100003	Funding to support SOW. (OTHER)			
100004	Funding to support SOW. (OTHER)			
1001	Provide logistics support for EA-6B Special Tooling/Configuration Management, ILS, and ECP programs in accordance with SOW and CDRs. (Option 1) (OTHER)	1.0 Lot		
100101	Funding to support SOW. (OTHER)			
100102	Funding to support SOW. (OTHER)			
100103	Funding to support SOW. (OTHER)			
100104	Funding to support SOW. (OTHER)			

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100105 Funding to
support SOW.
(OTHER)

100106 Funding to
support SOW.
(OTHER)

100107 Funding to
support SOW.
(OTHER)

100108 Funding to
support SOW.
(OTHER)

100109 Funding to
support SOW.
(OTHER)

1002 Provide logistics 1.0 Lot
support for EA-6B
Special
Tooling/Configura
tion Management,
ILS, and ECP
programs in
accordance with
SOW and CDRLs.
(Option 2)
(OTHER)

100201 Funding to
support SOW.
(OTHER)

100202 Funding to
support SOW.
(OTHER)

100203 Funding to
support SOW.
(OTHER)

100204 Funding to
support SOW.
(OTHER)

100205 Funding to
support SOW.
(OTHER)

100206 Funding to
support SOW.
(OTHER)

100207 Funding to
support SOW.
(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----

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3000 ODCs in support
of CLIN 1000.
(OTHER)

300001 Funding to
support CLIN
3000. (OTHER)

3001 ODCs in support
of CLIN 1001.
(OTHER)

300101 Funding to
support CLIN
3001. (OTHER)

300102 Funding to
support CLIN
3001. (OTHER)

300103 Funding to
support CLIN
3001. (OTHER)

300104 Funding to
support CLIN
3001. (OTHER)

3002 ODCs in support
of CLIN 1002.
(OTHER)

300201 Funding to
support CLIN
3002. (OTHER)

300202 Funding to
support CLIN
3002. (OTHER)

300203 Funding to
support CLIN
3002. (OTHER)

300204 Funding to
support CLIN
3002. (OTHER)

300205 Funding to
support CLIN
3002. (OTHER)

300206 Funding to
support CLIN
3002. (OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
4000	Provide logistics support for EA-6B				

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Special
Tooling/Configura
tion Management,
ILS, and ECP
programs in
accordance with
SOW and CDRLs.
(Option 3)
(OTHER)
Option

4001 Provide logistics
support for EA-6B
Special
Tooling/Configura
tion Management,
ILS, and ECP
programs in
accordance with
SOW and CDRLs.
(Option 4)
(OTHER)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
6000	ODCs in support of CLIN 4000. (OTHER) Option	
6001	ODCs in support of CLIN 4001. (OTHER) Option	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEAPORT PERFORMANCE WORK STATEMENT (PWS) For PMA-234 EA-6B Program Office

1.0 Introduction

This statement of work defines the tasks to be performed by the vendor in providing logistics services necessary to support the EA-6B Fielded Systems and Productive Ratios teams in the areas of configuration management, tooling analysis, cost, maintenance, supportability and reliability analysis, and systems integration.

2.0 SCOPE

The EA-6B has been designated as the sole DOD escort Jamming aircraft and is a High Demand Low Density platform. PMA-234 has many on-going studies and modifications designed to ensure that the platform is safe and operationally effective throughout its expected service life ending in 2015 requiring in-depth requirements analysis, cost analyses, maintenance planning, tooling management, and configuration management.

The contractor shall provide system integration support; develop supportability, maintainability, availability, and cost analyses; and develop and manage specific elements of Configuration Management.

TASKS

The contractor shall provide logistics support to the EA-6B program office. Tasks include:

- 2.1 Develop plans to systematically track action chits generated at Fielded Systems and/or Productive Ratios logistics meetings and provide status reports. The action item analyses and tracking shall be accomplished utilizing command approved action item tracking systems.
- 2.2 Provide management support in the preparation, coordination, operation, and post evaluation of Maintenance Action Group and Fielded Systems reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT) meetings, Maintenance Engineering/Logistics reviews and other technical and logistics meetings. 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.
- 2.3 Identify and assess the principal factors impacting the supportability of a specified weapon system/subsystem to quantify the scope and nature of logistic support required to meet specific operational mission requirements efficiently and effectively. Assess ILS 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.
- 2.4 Conduct logistics impact assessments of new technology programs that may be utilized in support of weapon systems, training systems, airborne weapons, and support equipment.
- 2.5 Analyze maintenance and logistics cost data bases, and provide assessments of logistic support costs, schedules, availability, level of incorporation, and impact on ILS/operational readiness of proposed Engineering Change Proposals.
- 2.6 Utilizing the Logistic Management Decision Support System (LMDSS) and/or other decision support systems to: (1) identify and document reliability system problems, (2) develop alternative support solutions, (3) identify and evaluate consumables that have potential for repair, (4) identify and evaluate repairables that have potential for reduction in turnaround time, and (5) prepare Readiness, Supportability and Affordability analysis in support of Logistics Management Reviews.

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- 2.7 Review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics. Identify the impact thereof on Life Cycle and Total Ownership Costs, maintenance task analysis, Maintenance Plans (MP), Level of Repair (LOR) analysis, provisioning computations and technical documentation. Provide change recommendations to ILS planning documents, such as the Acquisition Logistics Support/Maintenance Plans.
- 2.8 Perform logistics and cost analyses to determine returns on investment, maintenance trade-offs, projected investment, and life-cycle costs for reliability/maintainability improvements as part of Productive Ratios initiatives.
- 2.9 Analyze overall system /equipment reliability, maintainability and availability characteristics to determine projected availability.
- 2.10 Conduct technical studies and analyses to develop procedures and provide recommendations to enhance life-cycle supportability, availability and maintainability.
- 2.11 The Contractor shall develop specific elements of configuration management as specified in support of the EA-6B program office.
- 2.12 Prepare Engineering Change Proposals (ECP), Engineering Change Orders, Notices of Revision (NOR), Specification Change Notices (SCN), and other documents as specified program office. The Contractor shall prepare technical inputs for Configuration Control Board consideration.
- 2.13 Provide analytical support for improving the quality and efficiency of the teams Configuration Management process using various management tools including (but not limited to) Modification Management Information System (MODMIS) Multi-User Engineering Change Proposal Approval and Review System (MEARS), Configuration Management Information System (CMIS), Technical Directive Status Accounting (TDSA), Integrated Weapons System Data Base (IWSDB) and Kit Management Information System (KITMIS), and provide recommendations for improvement.
- 2.14 Provide recommendations in support of business process improvements and system migration into CMIS, the DOD's CM system of choice. Provide technical support services to populate MODMIS/CMIS with data relative to ECP processing and management. Provide validation to ensure the completeness and accuracy of the data as it is entered.
- 2.15 Provide program specific ILS-ECP review procedures that will allow determination of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for a weapon system, subsystem, or support system. These procedures should consider: 1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs; 2) analyzing "Lessons Learned" data; 3) recommendation of baseline procedures in conjunction with the baseline LSA/MPA procedures; 4) identification of criteria for determining the ECPs that would require impact analysis; 5) development of subset procedures for updating approved data and maintenance plans resulting from engineering changes; 6) recommendation of parametric values to quantify the acceptability of engineering change impact(s); 7) definition of documentation requirements and worksheet formats for documenting ECP impact; and 8) recommendation of procedures for ILS-ECP impact analysis.
- 2.16 Prepare technical directives in consonance with Naval Air Systems Command (NAVAIR) approved Engineering Change Proposals (ECPs) in cooperation with APML CSS support.
- 2.17 Develop and recommend management control techniques to track modifications, plans, and reports; to analyze and track scheduled versus actual events; and to respond to requests for technical information on similar items.
- 2.18 Review and assess Engineering Change Proposals (ECPs), Technical Directives (TDs), publications changes affecting aircraft, systems, sub-systems to assure that ILS requirements are properly addressed and are consistent and within known program constraints. Provide recommendations regarding problem areas, improvements, planning factors and impacts.
- 2.19 Provide expertise to support the Configuration Management Programs in their efforts to ensure that ECPs meet NAVAIR criteria for executability and supportability. Evaluations should be qualitative and include a description of deficiencies with recommended corrections. NAVAIR procedures must be adhered to and requires expertise and

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experience with NAVAIR 4130.1 series and NAVAIR 00-25-300 ECP/TD processing procedures.

· 2.20 Review and analyze requests for deviations and waivers to production specifications to determine the effects on production, configuration identification, operation and logistics. Ensure ECPs meet the criteria for executability and supportability. Assist with categorization of requests for minor deviations, waivers and Class II ECPs.

· 2.21 Collect, analyze, and categorize information on Government owned Special Tooling and Special Test Equipment (ST/STE) presently at contractor's plants including any vendor/subcontractor's facilities.

· 2.22 Develop and provide recommendation for the disposition of all identified ST/STE.

· 2.23 Perform data reconciliation reviews with contractor and vendors regarding execution of NAVAIR tooling disposition direction.

· 2.24 Record and track all disposition actions required by NAVAIR, NAVICP, and DLA agencies, and other Government agencies or contractors for EA-6B and A6/EA-6B common tooling.

· 2.25 Provide monthly status report on tooling requiring disposition actions.

3.0 Travel – For informational purposes only. The following table of estimated travel is provided:

Estimated trips:

# People	Location	# of Trips
3	Whidbey Island, WA	2
1	Jacksonville, FL	3
2	NSWC Crane, IN	2
1	Granite City, IL	2

4.0 Performance Matrix

Required Service	Standard	Acceptable Quality Level Requirement	Method of Surveillance	Positive Negative Incentive
On time monthly status reports	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	On time monthly status report by 95% in accordance with delivery schedule of CDRL.	Contractor deliverable to deliver monthly status report by 15th of the next month.	2% fixed fee reduction if AQL not met
PMA overall satisfaction with logistics support	PMA feedback reflect 95% satisfactory support	PMA feedback reflect 95% satisfactory support	Government oversight feedback within PMA	5% fixed fee reduction if <95% acceptable feedback

5.0 Place of Performance

5.1

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Places of performance other than travel locations:

Location	On-Site/Off-Site	% of Work	Proximity
NAS Patuxent River, MD	On-Site	12%	Less than 30 miles
NAS Patuxent River, MD	Off-Site	63%	Less than 30 miles
NAS Jacksonville, FL	On-Site	25%	Less than 30 miles
NAS Jacksonville, FL	Off-Site	0%	N/A

5.2 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 COR, 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. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the

Government facility.

6.0 Deliverables

All Deliverables shall be delivered in accordance with schedules and conditions specified in the attached Contracts Data Requirements List (CDRL 1423-1A), DD Form 1423

Data Item No. Subtitle

A001 Monthly status/financial report

7.0 Period of Performance

The period of performance is for one base year and four option years with base year commencing not later than 01 August 2006.

8.0 Security

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The security classification is "Unclassified".

9.0 NMCI Requirement

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (AUG 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcp013.navair.navy.mil%3B7001/collab/docman/download/166654/0/0/0/IT%20POSITIONS.pdf;jsessionid=HWY1yvNVGR0k0ywnsyBbLs1MsZRzT7vk4lq6W1nMQhDQLy0Nyf09!316776776 as amended https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcp013.navair.navy.mil%3B7001/collab/docman/download/170926/0/0/0/IT%20Policy%20Amendment%206%20June%2007 or through the Procuring Contracting Officer (PCO) [or provided as an attachment]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcp013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/0/IT%20Positions%20Process%20for%20Contractors.doc.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A002 and CDRL A003. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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SECTION D PACKAGING AND MARKING

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

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SECTION F DELIVERABLES OR PERFORMANCE

The period of performance for the base year and Options 1 through 3 are as follows:

Base Year: 01 August 2006 - 31 July 2007

Option Year 1: 01 August 2007 - 31 July 2008

Option Year 2: 01 August 2008 - 31 July 2009

Option Year 3: 01 August 2009 - 31 July 2010

The period of performance for the following award-term items are from the date of option exercise through 12 months thereafter, ESTIMATED at:

CLIN 4000: 01 August 2010 - 31 July 2011

Places of Performance:

Naval Air Station, Patuxent River, Maryland

Naval Air Station, Jacksonville, Florida

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

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

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

ALTERNATE I (NAVAIR)(JUN 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

"SEE ACCOUNTING DATA ABOVE"

- (a) Definitions. As used in this clause—

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(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 WorkFlow-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>.

(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

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

Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2101A
Inspector DODAAC (if applicable):	
Ship To DODAAC (for Combo), Service	
Acceptor DODAAC (for 2 in 1), Service	DCMA S2101A
Approver DODAAC (for Final Cost Voucher) (if applicable)	
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher	DCAA HAA391
Approver – if applicable):	
Paying Office DODAAC:	HQ0338

(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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(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) CLINs/SLINs 1000, 100001, 100002, 100003, 10004, 3000, 300001, 1001, 100101, 100102, 100103, 100104, 100105, 100106, 100107, 100108, 100109, 3001, 300101, 300102, 300103, 300104 are fully funded and performance under these CLINs/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.

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Balance Unfunded: \$0.00

(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 75,900 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

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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, 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.

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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 used in the performance of this contract.

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

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

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(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 2 years 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 2 years 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 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

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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))

[X] (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 2 years 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.

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

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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.

(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.

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(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.

5252.242-9515 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)

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

Attachment 1 Personnel Qualifications (2 pages)

Attachment 2 Navy Marine Corps Intranet (NMCI) Services Approval Form (1 page)

Attachment 3 Contracting Officer's Representative/Task Order Manager (COR/TOM) Appointment Letter (4 pages) for Mark Sanders dated 25 September 2007.

Attachment 4 Worksheets for CDRL A002, subtitled 'Information Technology Personnel Security Report for NAVAIR Security'

Attachment 5 Worksheets for CDRL A003, subtitled 'Information Technology Personnel Security Report for the COR'

Exhibit A Contract Data Requirements List (1 page)

Exhibit B Contract Data Requirements List (2 pages) A002 and A003