

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 14-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-56060	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 jacob.passey@navy.mil 301-757-2528	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-M804
		10B. DATED (SEE ITEM 13) 11-Jan-2007
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.
[]	
[X]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	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) RITA A PEGG, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/RITA A PEGG (Signature of Contracting Officer)	16C. DATE SIGNED 14-Jan-2009
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this administrative modification is to correct modification 06 under contract N00178-05-D-4466-M804 ACRN AG under CLIN 320001 in Section G "Accounting Data" by bolding the change.

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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	Labor in support of the In-Service VH-3D and VH-60N Presidential Helicopters, assigned to Marine Helicopter Squadron One (HMX-1) (TBD)			
100001	Funding for Logistics support for VH3D and VH60N. (TBD)			
1100	Labor in support of the In-Service VH-3D and VH-60N Presidential Helicopters, assigned to Marine Helicopter Squadron One (HMX-1) (OTHER)			
110001	Funding in support of CLIN 1100 (OTHER)			
110002	Funding in support of CLIN 1100 (OTHER)			
110003	Funding in support of CLIN 1100 (OTHER)			
1200	Labor in support of the In-Service VH-3D and VH-60N Presidential Helicopters, assigned to Marine Helicopter Squadron One (HMX-1) (TBD)			
120001	Funding in Support of CLIN 1200. (TBD)			
120002	Funding in Support of CLIN 1200. (TBD)			

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For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED STATEMENT OF WORK (SOW)

1.0 INTRODUCTION: The Department of the Navy is acquiring logistics services for the In-Service VH-3D and VH-60N Presidential Helicopter Program.

2.0 BACKGROUND: The In-Service VH-3D and VH-60N Presidential Helicopters, assigned to Marine Helicopter Squadron One (HMX-1), are required to provide safe and timely transportation for the President of the United States, Vice President of the United States, visiting Heads of State, and other parties as directed by the Director, White House Military Office (WHMO). The VH aircraft must be rapidly deployable, reliable, and sustainable while having enhanced capabilities to maintain the requisite interoperability, compatibility, and connectivity with the White House Communications Agency (WHCA) and other supporting agencies necessary to ensure the successful accomplishment of its assigned command and control function. These H-3 and H-60 variants have numerous modifications programs, including three ACAT IV programs.

3.0 SCOPE: AIR-6.6.1.6K is the Aircraft Controlling Custodian (ACC), the Inventory Control Point (ICP), provides for the security of the aircraft that are considered "non-operational", and maintains a secure "Closed Loop" Supply System. The support for this program is to Support the In-Service VII APM/PSL preserve the availability, maintainability and supportability of the weapons system, subsystems and support systems currently in place.

4.0 APPLICABLE DIRECTIVES: The applicable directives that apply to this Contract include:

4.1 DoDD 5001.1 The Defense Acquisition System

4.2 DoDI 5002 Operation of the Defense Acquisition System

4.3 DoDD 5000.2-R Mandatory Procedures for Major defense Acquisition Programs

4.4 All applicable Navy directives, Instructions, Handbooks, and policy driven documentation.

5.0 REQUIREMENTS: The Contractor shall provide analysis and evaluation of related logistics, cost readiness, and supportability analysis; and plan and develop specific logistic elements of configuration management in support of weapon systems, training systems, airborne weapons and support equipment training requirements.

5.1 LOGISTICS PLANNING. The contractor shall provide recommendations for developing a comprehensive Integrated Logistics Support (ILS) Plan for weapon systems, training equipment, subsystems and support systems. Review recommended changes from the fleet representatives, and other activities, Engineering Change Proposals (ECPs), Weapon Systems Planning Documents, Navy Training Plans; Support Equipment (SE) schedules and independent technical investigations. Provide recommended updates to milestone charts to reflect Special Progressive Aircraft Rework (SPAR) schedule changes and changes in the maintenance training concept precipitated by modifications. In addition, the contractor shall review the trainer, hardware and attendant ILS data requirements specified in SPAR contracts; including Contract Data Requirements Lists (CDRLs) and Data Item Descriptions

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(DIDs). Provide recommendations concerning which data deliverables are required to support the training and SPAR effort.

5.1.1. ILS Plan. The contractor shall provide recommendations for developing a comprehensive Integrated Logistics Support (ILS) Plan for weapon systems, training equipment, subsystems and support systems. Contractor will review recommended changes from fleet representatives and other activities Engineering Change Proposals (ECPs), Weapon Systems Planning Documents, Navy Training Plans; Support Equipment (SE) schedules and independent technical investigations. The Contractor shall develop and apply the necessary quantitative and qualitative methodologies, in cooperation with the affected LEMs, the OEM, and the user community to evaluate the impact of ILS shortfalls or potential for possible improvements. The contractor shall apply these methodologies to assess ILS resource impacts documented in the maintenance plans against existing and planned resources for HMX-1 to identify discrepancies or opportunities for improvement. The Contractor shall provide written descriptions of identified issues and/or opportunities and conduct the necessary analyses or studies to identify and document detailed recommendations for improvement or correction. The contractor shall provide updates to milestone charts to reflect Special Progressive Aircraft Rework (SPAR) schedule changes and changes in the maintenance training concept precipitated by modifications or other changes as a result of these analyses. In addition, the contractor shall review the trainer, hardware and attendant ILS data requirements specified in SPAR contracts; including Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs). Provide recommendations concerning which data deliverables are required to support the training and SPAR effort.

5.1.1.1 PPC Support. Contractor shall provide technical support for Procurement Planning Conference (PPC) meetings for establishment of out-year support contracts. Contractor shall develop exhibits from previous years support contracts which can assist in identifying shortfalls and recognize priority realignments requirements. This support may include writing and coordinating Procurement Planning Agreements (PPA); drafting Program Initiation Documents (PIDs), including preparing draft statements of work and CDRLs and routing and tracking PIDs in the system.

5.1.1.2 Support Alternatives Analysis. Contractor shall conduct analyses and recommend actions concerning alternatives/plans of action to ensure continued support of the In-Service aircraft maintenance and logistics support requirements be adequately planned. In these analyses the contractor will analyze supply data to determine spares and repair supportability problem areas and recommend actions to resolve these problems. Contractor may utilize Government-Industry Data Exchange Program (GIDEP) along with other additional commercial Diminishing Manufacturing Sources and Material Shortages (DMSMS) tracking suites (Horizon, Q-Star, TACTRAC) and with assistance from other DMSMS stake holders and the Prime Aircraft and Sub contractors, recommend courses of action to mitigate impacts and reduce risk associated with DMSMS issues. The contractor shall utilize aircraft and system Bill of Materials (BOM) to proactively screen against GIDEP and the other systems, and analyze possible future DMSM issues based on similar items. The Contractor shall use prime contractor Reliability and LSA Data, in conjunction with sparing models such as the government's Availability-Centered Inventory Model (ACIM) or Aviation Readiness Requirements Oriented to Weapons Replaceable Assemblies (ARROWs) model to evaluate and recommend the number peculiar spare assets and the number of additional common aircraft assets required to maintain optimum readiness levels required by HMX-1. This evaluation shall take into account the "O" to "OEM" maintenance concept, multiple site deployments, various deployment locations and duration scenarios, to allow for pipeline spares for the maintenance of required stock levels. The contractor shall explore all possible solutions, to include but not limited to Life of Type (LOT) buys, suitable substitutes, reverse engineering, redesign, will be examined to provide the best possible solutions. Contractor will also update/revise program support plans to ensure adequate and responsive logistics support. The Contractor shall provide data, recommended alternatives and direct support of APML, OEM and HMX-1 discussions to identify, prioritize and select potential support alternatives. Additional input shall be developed and provided to show possible outcomes from each recommended alternatives.

5.1.1.3 ILSP for Modifications. The Contractor shall determine logistics support requirements associated with the acquisition logistics elements applicable to In-Service Aircraft modifications. These determinations shall be

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supported by documentation of the analyses which assess the impact to each logistic support element. The contractor shall support APML/PSTL in review and revision of the ILSP for the In-Service Aircraft.

5.1.1.4 ILA and Training. The Contractor shall conduct a comprehensive ILA and accompanying Training Support. The contractor's assessment will include existing, new, and modified prime contractor maintenance plans to: 1) Identify potential supportability related shortfalls; 2) Recommend and help implement design changes or support alternatives to improve the supportability related characteristics of the HMX-1 aircraft design or support system; and 3) Recommend a POA&M for approved corrective actions that effects those changes. The Contractor shall develop and apply the necessary quantitative and qualitative methodologies, in cooperation with the affected LEMs, the OEM, and the user community to evaluate the impact of ILS shortfalls or potential for possible improvements. The contractor shall apply these methodologies to assessing ILS resource impacts documented in the maintenance plans against existing and planned resources for HMX-1 to identify discrepancies or opportunities for improvement. The Contractor shall provide written descriptions of identified issues and/or opportunities and conduct the necessary analyses or studies to identify and document detailed recommendations for improvement or correcti/?6L?? shall provide recommendations for developing and modifying alternative ILS strategies for the weapon systems, subsystem and/or support systems to identify the most effective plan to ensure the accomplishment of program objectives. The contractor will identify baseline logistics performance of current support systems. The baseline will measure quantitative and qualitative performance of traditional logistics databases as well as emerging concepts and data (NAVRHIP) of support system constraints related to both processes and unit level execution protocols tailored to the HMX-1 mission. Concepts of Naval Aviation Enterprise Airspeed, theory of constraints, and six-sigma will be considered for application to these analyses. Metrics identified via these analyses will identify cost and aircraft systems' support opportunities for change. This bottoms-up and top-down analysis will seek to recognize efficient cost wise solutions to life cycle support costs and improved aircraft availabilities of HMX-1 aircraft. Alternate strategies will include modern approaches and synergies associated with supply chain management, condition based maintenance technologies, and institutionalization of reliability centered maintenance analysis and consideration of genuine integrated maintenance concepts principles. Additionally, the contractor will develop plans to systematically track action chits generated at ILS meetings and will provide regular intermediate action item status reports on a pre-determined scheduled basis. The contractor will also conduct review of in-service propulsion system logistics support planning and provide in-service APML/PSTL with recommended requirements for the requirements necessary to support the propulsion system at the Organizational maintenance level. The contractor will apply the same modern logistics approaches as addressed above to meet these propulsion system objectives.

5.1.3 LCC and TOC Analysis. The contractor shall provide recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Contractor will assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC planning and maintenance concepts for the selected end items. The contractor will provide recommended updates to the LCC/TOC program plans and technical information requirements. The contractor shall perform Life Cycle, Operations and Sustainment, and development cost analysis in general accordance with SECNAVINST 5000.2C, DoD 5000.2, or other cost analysis guidance and procedures which may be prescribed.

5.1.4 Site Evaluations. The contractor will conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at the selected test and evaluation sites, training sites, and operational sites as required by the TOM. The contractor will recommend updates to milestone charts to reflect delivery schedule changes or slippages, course updates and changes in the logistics requirements precipitated by the new hardware. The contractor will perform studies and analyses that anticipate future programmatic requirements, identify and evaluate program alternatives, assess relative risks, and recommend course(s) of action. The contractor will develop Strategic Plans and Plans of Action and Milestones (POA&Ms) for their accomplishments. The contractor will develop strategic plans will provide recommendations for possible changes to: (1) maintenance planning; (2) phased support; (3) personnel requirements; (4) initial provisioning material support; (5) support equipment including, Automatic Test Equipment (ATE); (6) training and training devices; (7) technical data; (8) computer resources support; (9) packaging, handling, storage and transportation; and (10) facilities.

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5.1.5 ILS in Program-Planning. The contractor shall review and assess program-planning documents; investigate discrete activities within each logistics and hardware element area, recommend interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Objectives of these assessments include the identification of deficiencies, recommendations for needed improvements, implementation tracking relative to established performance measures, and follow-up analysis and process improvements, as required. The Contractor shall assess of the supportability characteristics of new and modified hardware or other support system changes as the actual modifications mature, are implemented, tested and deployed. This shall include providing assistance in the review of LSA and the Logistics Management Information (LMI) in defining the elements of logistics support by participating in periodic logistics reviews with the prime contractor, analyses; data reduction, generation of reports, review of LSA results not documented in the LMI, and other analyses as may be necessary. The logistics elements defined through this process shall be evaluated against program and operational constraints and, where discrepancies are identified, recommendations of corrective actions shall be provided. The contractor will recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones or other objectives of these analyses.

5.1.6 Logistics Meetings and Conferences. The contractor shall provide management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Program Progress Reviews (PPR), Integrated Product Team (IPT), Maintenance Engineering Logistics Reviews (MELR) and other technical, training and logistics meetings. Contractor shall attend and participate in Logistics Management Reviews (LMR). This is support will provide management support in the preparation, coordination, operation, and post evaluation of all reviews. The support will include preparation of conference agenda and follow-up minutes documenting results of the meetings and any action items identified. It will also include preparation of program planning briefs/presentation materials including transparencies (black/white and full-color), slides compatible with the latest multimedia systems.

5.1.6.1 Briefing Materials Presentation. The contractor shall, as directed by TOM, and in coordination with HMX-1, contractors, NAVAIR, Navy Inventory Control Point (NAVICP), DLA and other stakeholder support activities assist in preparation, operation, and post evaluation of all logistics conferences. These conferences include Support Management Team (ILSMT) reviews, Program Progress Reviews (PPR), Integrated Product Team (IPT), Maintenance Engineering Logistics Reviews (MELR) and other technical, training and logistics meetings. The contractor shall take the following actions insuring successful achievement of operational/logistics requirements:

The preparation of conference agenda.

Conference scheduling and location identification.

Drafting of program planning briefs/presentation material.

Tracking of action chits and monitoring milestones to ensure timely implementation.

Follow-up activities to include evaluation of meeting results, preparation of minutes, and initiation of action items and tracking mechanisms which will be initiated in a comprehensive, coordinated and timely manner.

5.1.6.2 Meeting Minutes and Action Items. The contractor shall attend and participate in Logistics Management Reviews (LMR), Integrated Logistics Support Management Team (ILSMT) reviews, Program Progress Reviews (PPR), Integrated Product Team (IPT), Maintenance Engineering Logistics Reviews (MELR) and other technical, training and logistics meetings. At the completion of each event the contractor shall provide minutes and action items identified by Team personnel participants.

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5.1.6.3 IPT Support. The contractor will participate proactively with the IPT(s) and provide the planning support, administrative support, subject matter experts, meeting minutes, and action chit tracking programs required to ensure successful completion of the IPT process.

5.1.7 Supportability Requirements for Modification Programs. The contractor, through evaluation of maintenance and cost databases for the VH-3 and VH-60, or in the case of new hardware or other support system changes and examination of predicted data sources such as the LMI database will identify the principal factors that affect platform supportability. Further analysis of these factors will be used to quantify the scope and the nature of logistics support required to meet operational mission requirements efficiently and effectively and recommend the necessary adjustments to the logistics support or otherwise mitigate factors impacting platform supportability. The contractor will summarize these evaluations and provide recommendations for the development of supportability Statements of Work (SOW), Statements of Objective (SOO), and Performance Based Supportability Specifications for modification programs, utilizing the DOD's Acquisition Logistics Handbook and the Logistics Management Information Performance Specification as reference material.

5.1.8 Supportability Analysis and Recommendations. The contractor shall identify and assess the principal factors impacting the supportability of a specific weapon system/subsystem to quantify the scope and nature of training and logistic support required to meet specific operational mission requirements efficiently and effectively. Analysis of these factors will be used to quantify the scope and the nature of logistics support required to meet operational mission requirements efficiently and effectively and recommend the necessary adjustments to the logistics support or otherwise mitigate factors impacting platform supportability. The contractor shall assess planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of shortfalls. Recommend actions to correct/alleviate identified support problems.

5.1.8.1 Procurement Planning and Execution. The contractor shall provide support for procurement planning conferences, contractual review meetings, funds tracking and Procurement Initiation Document (PID) processing. The support will include technical support for Procurement Planning Conference (PPC) meetings for establishment of out-year support contracts, development of exhibits from previous years support contracts which, can assist in identifying shortfalls and recognize priority realignments requirements. This support may also include writing and coordinating Procurement Planning Agreements (PPA); drafting Program Initiation Documents (PIDs), including preparing draft statements of work and Contract Data Requirements Lists (CDRLs); and routing and tracking PIDs in the system.

5.1.8.2 Contractor Support Plan Review. The contractor shall perform studies and analyses that anticipate future programmatic requirements to ensure maintenance, training, and logistics support requirements are adequately planned and identify and evaluate program alternatives, assess relative risks, and recommend course(s) of action. Develop Strategic Plans and Plans of Action and Milestones (POA&Ms) for their accomplishments. Provide technology assessments and feasibility studies to incorporate computer-bases technologies into NAVAIR programs.

5.1.9 New Technology Support The contractor shall, in conjunction with government design personnel, identify potential technological approaches that might achieve supportability related improvements in support of weapon systems and associated support equipment. The contractor will conduct impact assessment of these new technologies to identify the expected affect of their implementation on supportability, cost, and readiness values as a means to achieve or exceed program supportability design objectives. This assessment will include the risks associated with the implementation of the new technology to program cost and schedule.

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5.1.10 LRFS Development. The contractor shall provide recommendations for developing the Logistics Requirements Funding Summary (LRFS). The LRFS shall identify logistics requirements and budget estimates, and upon receipt of the funding, execute the obligation and spend plans for acquiring the logistic support resources necessary to maintain the weapon system at a prescribed level of operational availability. The LRFS shall be developed utilizing APML directed automated tools. The LRFS shall be developed in accordance with the APML Handbook.

5.1.11 Affordable Readiness Plans. The contractor shall provide recommendations for developing and maintaining comprehensive affordable readiness plans for training weapon systems, subsystems or support systems. The plans shall be developed utilizing 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.

5.1.12 Training Meetings and Conferences. The contractor shall attend technical training meetings and programmatic conferences (i.e. Platform SDD reviews, IPT meetings/courseware IPRs, PMRs, etc) at various government and contractor sites, and record comments and recommendations relative to training issues that may impact the In-Service program.

5.1.13 Contractor Deliverables Compliance. The contractor shall track reviews for the compliance of Statement of Work, Specifications and CDRLs of In-Service contractor's updates.

5.1.14 In-Service Meetings and Reviews. The contractor shall attend in training, technical and program reviews for the In-Service program. At the completion of each event the contractor shall provide minutes, briefs, presentations, and track action items.

5.2 DEVELOP SUPPORTABILITY ANALYSIS.

5.2.1 ECP Impact Assessments. The contractor shall analyze existing 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.

5.2.2 LMDSS Data Pulls and Analysis. Utilizing the LMDSS and/or other decision support systems, the contractor shall: (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.

5.2.3 Changes in Reliability, Maintainability or Performance. The contractor shall review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics and 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. The contractor shall provide change recommendations to ILS planning documents, such as the Integrated Logistics

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Support/Maintenance Plans.

5.2.4 Mod Program Execution. The contractor shall conduct investigations, technical studies and evaluations to identify the current status of Integrated Logistics Support (ILS) elements affecting modification or modification capability development programs. The contractor will identify problem areas and provide recommendations to correct them. The contractor will 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.

5.2.5 ECP Assessments and Tracking. The contractor shall perform logistics impact assessment of 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 for impacts on operational and field services and develop bases for estimating the costs of proposed changes including installation costs and schedules.

5.2.6 Support System Alternatives. The contractor shall evaluate, update, and develop recommendations on use studies, baseline comparison systems, technological opportunities for supportability, and support systems alternatives. Recommendations may include a performance and review trade-off analyses.

5.2.7 Engine and Airframe Forecasting and Management. The contractor shall provide recommendations in support of both long-term and short-term engine forecasting requirements. These forecasts shall include fleet demands for whole engines (installed and spares) at all maintenance level activities. The contractor shall utilize data collection systems including Aircraft Engine Maintenance System (AEMS), Parts Life Tracking Systems (PLTS), Engine Component Tracking (ECOMTRACK), and 3-M peculiar to engines, modules, and life limited components to develop these recommendations.

5.3 CONFIGURATION MANAGEMENT (CM)

5.3.1 CM Planning. The contractor shall participate proactively in determining the feasibility of planned and mod programs and review CM policy documentation to ensure consistency with mod program requirements. The contractor shall compile statistics and prepare charts and graphs pictorially portraying metrics using the standard NAVAIR approved configuration management system.

5.3.2 CI Compliance. The contractor shall assure compliance with all elements of the Configuration Identification (CI) process, which includes:

5.3.2.1 Selecting configuration items at appropriate levels of the product structure in accordance with EIA-649, MIL-HDBK-61A and the applicable WBS.

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5.3.2.2 Determining the types of configuration documentation (such as performance spec, detailed drawing, commercial item description) required for each CI to define its performance, function and physical attributes, including internal and external interfaces, consistent with Specification Activity Guides.

5.3.2.3 Determining the appropriate configuration control authority for each configuration document consistent with training/logistic support planning for the associated CI.

5.3.3 CCB Inputs. The contractor shall review ECPs, Engineering Change Orders (ECOs), Notices of Revision (NOR), Specification Change Notices (SCNs), and other documents as specified by the task order. The Contractor shall prepare training and technical inputs for Configuration Control Board (CCB) consideration. Also, review and assess ECPs, Technical Directives (TDs), and publication changes impacting the In-Service Aircraft/Training to assure that training and ILS requirements are properly addressed and are consistent and within known program constraints. Provide recommendations regarding problem areas, improvements, planning factors and impacts.

5.3.3.1 Conduct technical analyses of In-Service airframe, propulsion systems, and other program ECPs, requests for Deviations and Waivers, proposed RAMECs, and Engine Service Bulletins for impact on training and system support items such as spares, technical manuals, trainer/training, support equipment, and initial support. Identify changes to individual support elements requirements data and planning documents and provide recommended revisions.

5.3.3.2 Conduct analyses and evaluation of ECPs, proposed RAMECs and other configuration change documentation to identify the training and total logistics impact of the change. Verify all ILS requirements with planning relative to the In-Service aircraft/training, its systems, subsystems and related program requirements, including other commands; IPTs and cognizant field activities requirements concerning supportability capabilities and modifications.

5.3.3.3 Provide CCB Change Request Forms on In-Service aircraft/training and its systems and subsystems change request/propos. Coordinate and distribute CCB change request/directive for staffing to obtain concurrence for the proposed changes.

5.3.3.4 Conduct analyses of training and ILS documentation related to the CM Program, ECPs, Proposed RAMECs, and TDs. Provide recommendations for timely CM, ECPs, RAMECs, and TDs review, implementation, and support.

5.3.3.5 Conduct analyses of proposed In-Service weapon/training system TDs. Conduct continuous document review to ensure compliance with approved ECPs and Technical Directive Detailed Data Sheets (TDDDS). Ensure all affected logistics elements have been addressed per current NAVAIR 00-25-300.

5.3.4 Configuration Management Databases. The contractor shall provide training, engineering, and analytical support for improving the quality and efficiency of the team's CM process using various existing management tools

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including (but not limited to) Modification Management Information System (MODMIS) Multi-User Engineering change Proposal Approval and Review System (MEARS), Configuration Management Information System Data Base (CMIS), Technical Directive Status Accounting (TDSA), Integrated Weapons Systems Data Base (IWSDB) and provide recommendations for improvement. RAMP shall be used for software baselines and for ECP and TD tracking.

5.3.4.1 Provide training technical support services to populate MODMIS/CMIS with data relevant to ECP processing and management. Provide validation to ensure the completeness and accuracy of the data as it is entered.

5.3.4.2 Provide program specific training and ILS-ECP review procedures that shall allow identification of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for the In-Service Aircraft. Procedures shall consider: (1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs, (2) recommendation of baseline procedures in conjunction with the baseline LSA procedures, (3) establishment of criteria for identifying ECPs requiring impact analysis, (4) development of subset procedures for updating approved data and maintenance plans resulting from engineering changes, (5) definition of documentation requirements and worksheet formats for documenting ECP impact, and (6) recommendation of procedures for training and ILS-ECP impact analysis.

5.3.5 Configuration and Training Execution Tracking. The contractor shall 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 training technical information on similar items.

5.3.5.1 Maintain a repository for all CM change documentation, technical directives and correspondence.

5.3.5.2 Conduct technical analyses and provide In-Service CM status based on information provided by prime contractors and fleet input. Provide a matrix report to include TDs, ECPs, and incorporation schedules. Provide configuration status change documentation. Status shall include the results of ongoing analyses performed to ensure each new system is compatible with life cycle planning relative to the In-Service aircraft/training and its systems and subsystems.

5.3.6 CM Program Evaluation. The contractor shall provide expertise to support the CM Programs for the In-Service Aircraft 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 4130.1 series processing procedures must be adhered to. Also, provide configuration management and analysis services to include the review, planning, design, development, implementation, training and maintenance of existing and emerging requirements for CM processes, procedures and functions.

5.3.6.1 Identify Configuration Status Accounting System (CSAS) and CM issues and problems for consideration by the Configuration Status Accountability Team.

5.3.7 CMP and SOP Improvement. The contractor shall provide CM planning for systems acquisition. Support in the development of Configuration Management Plans (CMP) and Standard Operating Procedures (SOP). Review CMP

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and SOP for editorial and technical compliance with the governing specifications. Recommend changes to source materials and specific program requirements provided as GFI.

5.3.8 Engine Mods. The contractor shall provide recommendations for the incorporation of modifications into whole engines, modules, and components using standard CCB procedures.

5.4 REPORTS. The contractor shall provide the following reports.

5.4.1 Technical Reports. As required by the TOM and any designated TPOCs, the contractor shall investigate and analyze In-Service projects and issues, and provide recommendations and reports IAW paragraph 5.1, 5.2, and 5.3.

5.4.2 Meeting Agenda. When required by the TOM and any designated TPOCs, the contractor shall prepare an agenda for program planning meetings and other meetings/conferences IAW paragraph 5.1.

5.4.3 Minutes of Meetings. When required by the TOM and any designated TPOCs, the contractor shall provide minutes of program planning meetings and other meetings/conferences, as required by the Government in paragraph 5.1.

5.4.4 Monthly Progress Reports. The contractor shall submit monthly progress reports in accordance with paragraph 5.4.

5.4.5 OPSEC. The contractor shall implement an OPSEC security plan.

5.5 PERFORMANCE STANDARDS. The contractor shall comply with all performance standards.

6.0 DELIVERABLES.

6.1 The contractor shall provide for compatibility with NMCI systems, deliverables shall be produced under MS Office formats and provided to TOM and any designated Technical Points of Contact (TPOCs). Electronic submission is encouraged. Failure to provide deliverables correctly may require resubmission by the vendor.

6.1.1 Technical Reports.

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6.1.2 Meeting Agenda.

6.1.3 Minutes of Meetings

6.1.4 Monthly Progress Reports.

6.1.5 Operations Security (OPSEC).

The contractor shall notify the TOM and any designated TPOCs by e-mail at the time of submission of the draft and final approved OPSEC Plan. The contractor shall be responsible for subcontractor implementation of OPSEC requirements for this contract.

7.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor shall comply with and is subject to the following Performance Standards:

Required Service	Standard	AQL Requirement	Method of Surveillance
Scientific and Technical Reports	Delivered on or before due date	Satisfactory completion of CDRL requirements by the second submission to the TOM	Contractor submits all CDRL requirements to the TOM for review
Meeting Agenda	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the TOM	Contractor submits all CDRL requirements to the TOM for review
Reports, Record of Meeting/Minutes	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the TOM	Contractor submits all CDRL requirements to the TOM for review
Program Progress Report	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the TOM	Contractor submits all CDRL requirements to the TOM for review
OPSEC Plan	Satisfactory TOM Review	Satisfactory completion of CDRL requirements by the second submission to the NAWCAD Code 7.4.3	Contractor submits all CDRL requirements to NAWCAD Code 7.4.3 for review

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**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/pxcpo013.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/pxcpo013.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-

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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%3Bpxcpo013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/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 [fill in CDRL numbers here: CDRL XXX and CDRL XXX]. 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 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

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, ESTIMATED at:

Base Year CLIN 1000 11 Jan 2007 - 10 Jan 2008

Base Year CLIN 3000 11 Jan 2007 - 10 Jan 2008

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

Option 1 CLIN 1100 11 Jan 2008 - 10 Jan 2009

Option 1 CLIN 3100 11 Jan 2008 - 10 Jan 2009

Option 2 CLIN 1200 11 Jan 2009 - 10 Jan 2010

Option 2 CLIN 3200 11 Jan 2009 - 10 Jan 2010

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

Option 3 CLIN 4300 11 Jan 2010 - 10 Jan 2011

Option 3 CLIN 6300 11 Jan 2010 - 10 Jan 2011

Option 4 CLIN 4400 11 Jan 2011 - 10 Jan 2012

Option 4 CLIN 6400 11 Jan 2011 - 10 Jan 2012

PLACE OF PERFORMANCE

Patuxent River Naval Air Station

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.

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(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:

SLIN ACRN Amount Obligated

"See Accounting Data above."
- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire contract is cost type.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified cost.

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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>.

(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.

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(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:	S2101A
Inspector DODAAC (if applicable):	
Ship To DODAAC (for Combo),	S2101A
Service Acceptor DODAAC (for 2 in 1),	
Service Approver DODAAC (for Final Cost Voucher) (if applicable)	
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA391
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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SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 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.

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(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.

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(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.

[X] (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))

[X] (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)

[X] (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.

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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))

[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))

[X] (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.

5252.242-9515 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)

52.219-6 -- Notice of Total Small Business Set-Aside (JUN 2003)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 Draft DD254 Security Classification

Attachment 2 TOM Appointment Letter

Attachment 3 NMCI Approval Form

Attachment 4 - Worksheet for CDRL subtitled Information Technology Personnel Security Report for the COR

Attachment 5 - Worksheet for CDRL subtitled Information Technology Personnel Security Report for NAVAIR Security

Exhibit A Contract Data Requirements List