

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE 04-May-2009	4. REQUISITION/PURCHASE REQ. NO. N68335-09-MR-58981	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 Cindy.Scheper@navy.mil 732-323-2408	CODE N68335	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-4Y01
	10B. DATED (SEE ITEM 13) 22-Jan-2007
CAGE CODE 1NPU4	FACILITY CODE 020278375

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cindy A Scheper, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Cindy A Scheper	16C. DATE SIGNED 04-May-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

POINTS OF CONTACT

Contracts Point of Contact: Kari Spodofora, phone: 732-323-1193, fax: 732-323-2359, email: kari.spodofora@navy.mil.

TOM Point of Contact: Paul Reiff, phone 732-323-1931

L-3 Titan's POC is Jack Rilling, phone: 856-596-0590, email: john.rilling@l-3com.com.

SUMMARY OF CHANGES

The purpose of this modification is to provide incremental funding for CLIN 4000 Labor Option Period III.

INCREMENTAL FUNDING

Incremental funding is being added to CLIN 4000 Labor Option Period III under ARCNs CZ and DA.

The total funded amount of CLIN 4000 Labor Option Period III is increased as follows:

From: \$638,645.00 By: \$146,000.00 To: \$784,645.00

Tasking funded under Contract Sub-CLIN 4000 07 Labor Option Period III ACRN: CZ supports Statement of Work 5.3.

Tasking funded under Contract Sub-CLIN 4000 08 Labor Option Period III ACRN: DA supports Statement of Work 5.1.

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

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

From: \$3,839,427.75 By: \$146,000.00 To: \$3,839,427.75

The total amount of funds obligated to the task is hereby increased by \$146,000.00 from \$3,839,427.75 to \$3,985,427.75.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400007	TBD	0.00	70,000.00	70,000.00
400008	TBD	0.00	76,000.00	76,000.00

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The total value of the order is hereby increased by \$0.00 from \$5,567,097.00 to \$5,567,097.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (TBD)	8850.0 LH	\$800,749.14	\$63,979.86	\$864,729.00
100001	Funding for CLIN 1000 \$80,000 (TBD)				
100002	Funding for CLIN 1000 \$33,500 (TBD)				
100003	Funding for CLIN 1000 \$17,500 (TBD)				
100004	Funding for CLIN 1000 \$22,500 (TBD)				
100005	Funding for CLIN 1000 \$22,500 (TBD)				
100006	Funding for CLIN 1000 \$76,900 (TBD)				
100007	Funding for CLIN 1000 \$103,900 (TBD)				
100008	Funding for CLIN 1000 \$117,900 (TBD)				
100009	Funding for CLIN 1000 \$79000 (TBD)				
100010	Funding for CLIN 1000 \$27,868 (TBD)				
100011	Funding for CLIN 1000 \$50,000 (TBD)				
100012	Funding for CLIN 1000 \$55,000 (TBD)				

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100013 Funding for CLIN
1000 \$13,255
(TBD)

100014 Funding for CLIN
1000, \$4,556
(TBD)

100015 Funding for CLIN
1000, \$63,000
(TBD)

100016 Funding for CLIN
1000, \$30,000
(TBD)

100017 Funding for CLIN
1000 \$23,000
(TBD)

100018 Funding for CLIN
1000 \$47,605
(TBD)

1100	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (TBD)	8850.0 LH	\$846,042.46	\$67,598.79	\$913,641.25
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110001 Funding for CLIN
1100 \$12,395
(TBD)

110002 Funding for CLIN
1100 \$60,000
(TBD)

110003 Funding for CLIN
1100 \$24,400
(TBD)

110004 Funding for CLIN
1100 \$30,000
(TBD)

110005 Funding for CLIN
1100 \$34,000
(TBD)

110006 Funding for CLIN
1100 \$46,497
(TBD)

110007 Funding for CLIN
1100 \$35,000
(TBD)

110008 Funding for CLIN
1100 \$40,000.00
(TBD)

110009 Funding for CLIN

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1100	\$48,322.00 (TBD)				
110010	Funding for CLIN 1100 \$20,060.00 (TBD)				
110011	Funding for CLIN 1100 \$122,000.00 (TBD)				
110012	Funding for CLIN 1100 \$49,995.00 (TBD)				
110013	Funding for CLIN 1100 \$160,000.00 (TBD)				
110014	Funding for CLIN 1100 \$28,000.00 (TBD)				
110015	Funding for CLIN 1100 \$75,100.00 (TBD)				
110016	Funding for CLIN 1100 \$30,000.00 (TBD)				
110017	Funding for CLIN 1100 \$80,000.00 (TBD)				
110018	Funding for CLIN 1100 \$13,200.00 (TBD)				
1200	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (TBD)	8850.0 LH	\$821,730.00	\$75,121.00	\$896,851.00
120001	Funding for CLIN 1200 \$33,800.00 (TBD)				
120002	Funding for CLIN 1200 \$45,500.00 (TBD)				
120003	Funding for CLIN 1200 \$80,500.00 (TBD)				
120004	Funding for CLIN 1200 \$54,500.00 (TBD)				
120005	Funding for CLIN 1200 \$55,300.00				

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(TBD)

120006 Funding for CLIN
1200 \$41,500.00
(TBD)

120007 Funding for CLIN
1200 \$12,000.00
(TBD)

120008 Funding for CLIN
1200 \$28,000.00
(TBD)

120009 Funding for CLIN
1200 \$12,000.00
(TBD)

120010 Funding for CLIN
1200 \$15,000.00
(TBD)

120011 Funding for CLIN
1200
\$38,400.00 (TBD)

120012 Funding for CLIN
1200 \$100,000.00
(TBD)

120013 Funding for CLIN
1200 \$155,000.00
(TBD)

120014 Funding for CLIN
1200
0.00 (TBD)

120015 Funding for CLIN
1200 \$84,540.00
(TBD)

120016 Funding for CLIN
1200 \$77,000.00
(TBD)

120017 Funding for CLIN
1200 \$7,500.00
(TBD)

120018 Funding for CLIN
1200 \$5,000.00
(TBD)

120019 Funding for CLIN
1200 \$11,900.00
(TBD)

120020 Funding for CLIN
1200 \$8,100.00
(TBD)

120021 Funding for CLIN
1200 \$17,000.00
(TBD)

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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Travel for the Base Period. (TBD)	1.0 Lot	\$11,000.00
300001	Funding for CLIN 3000 \$1,000 (TBD)		
300002	Funding for CLIN 3000 \$1,000 (TBD)		
300003	Funding for CLIN 3000 \$4000 (TBD)		
300004	Funding for CLIN 3000 \$1,000 (TBD)		
300005	Funding for CLIN 3000 \$3,000 (TBD)		
300006	Funding for CLIN 3000 \$1,000 (TBD)		
3100	Materials for the Base Period. (TBD)	1.0 Lot	\$6,300.00
310001	Funding for CLIN 3100 \$100 (TBD)		
310002	Funding for CLIN 3100 \$100 (TBD)		
310003	Funding for CLIN 3100 \$100 (TBD)		
310004	Funding for CLIN 3100 \$2,745 (TBD)		
310005	Funding for CLIN 3100 \$3,255 (TBD)		
3200	Deliverable costs for the Base Period IAW CDRLS A001 thru A008. (TBD)	1.0 Lot	\$153,444.00
320001	Funding for CLIN 3200 \$17,500 (TBD)		
320002	Funding for CLIN 3200 \$22,500 (TBD)		
320003	Funding for CLIN 3200 \$ 22,500 (TBD)		

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320004 Funding for CLIN
3200 \$33,500
(TBD)

320005 Funding for CLIN
3200 \$57,444
(TBD)

3300 Travel for Option 1.0 Lot \$24,800.75
Period I. (TBD)

330001 Funding for CLIN
3300 \$0 (TBD)

330002 Funding for CLIN
3300 \$5,000 (TBD)

330003 Funding for CLIN
3300 \$2,800.75
(TBD)

330004 Funding for CLIN
3300 \$0.00 (TBD)

330005 Funding for CLIN
3300 \$7,000.00
(TBD)

330006 Funding for CLIN
3300
\$5,000.00 (TBD)

3400 Materials for 1.0 Lot \$2,000.00
Option Period I.
(TBD)

340001 Funding for CLIN
3400 \$2,000 (TBD)

3500 Deliverable costs 1.0 Lot \$132,500.00
for Option Period
I IAW CDRLs A001
thru A008. (TBD)

350001 Funding for CLIN
3500 \$87,500
(TBD)

350002 Funding for CLIN
3500 \$45,000
(TBD)

3600 Travel for Option 1.0 Lot \$29,019.00
Period II. (TBD)

360001 Funding for CLIN
3600 \$6,000.00
(TBD)

360002 Funding for CLIN
3600 \$3,000.00
(TBD)

360003 Funding for CLIN

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3600 \$10,000.00
(TBD)

3700 Materials for 1.0 Lot \$25,000.00
Option Period II.
(TBD)

370001 Funding for CLIN
3700 \$2,500.00
(TBD)

370002 Funding for CLIN
3700 \$500.00
(TBD)

370003 Funding for CLIN
3700 \$7,000.00
(TBD)

370004 Funding for CLIN
3700 \$10,000.00
(TBD)

3800 Deliverable costs 1.0 Lot \$161,000.00
for Option Period
II IAW CDRLs A001
thru A008. (TBD)

380001 Funding for CLIN
3800 \$85,000.00
(TBD)

380002 Funding for CLIN
3800 \$73,500.00
(TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (TBD)	8850.0	LH	\$961,686.38	\$78,115.62	\$1,039,802.00
400001	Funding for CLIN 4000 \$70,000.00 (TBD)					
400002	Funding for CLIN 4000 \$100,000.00 (TBD)					
400003	Funding for CLIN 4000 \$75,345.00 (TBD)					
400004	Funding for CLIN 4000 \$168,300.00 (TBD)					

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400005 Funding for CLIN
4000 \$85,000.00
(TBD)

400006 Funding for CLIN
4000 \$140,000.00
(TBD)

400007 Funding for CLIN
4000 \$70,000.00
(TBD)

400008 Funding for CLIN
4000 \$76,000.00
(TBD)

4100	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. (TBD) Option	8850.0 LH	\$1,016,669.00	\$81,232.00	\$1,097,901.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Travel for Option Period III. (TBD)	1.0	Lot	\$22,000.00
600001	Funding for CLIN 6000 \$2,000.00 (TBD)			
600002	Funding for CLIN 6000 \$20,000.00 (TBD)			
6100	Materials for Option Period III. (TBD)	1.0	Lot	\$3,045.00
6200	Deliverable costs for Option Period III IAW CDRLs A001 thru A008. (TBD)	1.0	Lot	\$87,500.00
6300	Travel for Option Period IV. (TBD) Option	1.0	Lot	\$6,019.00
6400	Materials for Option Period IV. (TBD) Option	1.0	Lot	\$3,045.00
6500	Deliverable costs for Option Period IV IAW CDRLs A001	1.0	Lot	\$87,500.00

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thru A008. (TBD)
Option

NOTE In CLINs 1000 thru 6500 (TBD) is a reference to the funding type, which at this time is to be determined. The funding type will be defined with each line of accounting.

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government Estimate per year is as follows:

*Indicates Key Personnel

Labor Category Estimated Hours

*Program Manager (contractor site): 2,750 hours

*Engineer, Mechanical (contractor site): 4,000 hours

*Subject Matter Expert (SME) (contractor site): 2,000 hours

in Visual Landing Aids Electrical Engineer

Clerk Typist (contractor site): 100 hours

Travel Estimate

Base Year \$5,500

Option Year I \$5,500

Option Year II \$5,500

Option Year III \$5,500

Option Year IV \$5,500

Materials Estimate

Base Year \$3,000

Option Year I \$3,000

Option Year II \$3,000

Option Year III \$3,000

Option Year IV \$3,000

Deliverable Costs Estimate

IAW CDRLs A001 thru A008

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Base Year \$87,500

Option Year I \$87,500

Option Year II \$87,500

Option Year III \$87,500

Option Year IV \$87,500

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work of Aircraft Launch & Recovery Equipment (ALRE) Programmatic Services

1.0 INTRODUCTION

This Statement of Work is for programmatic, engineering, and logistic support to the Naval Air Warfare Center Aircraft Division (NAWCAD) in the subject matter area of Aircraft Launch and Recovery Equipment (ALRE).

2.0 BACKGROUND

The Naval Air Warfare Center Aircraft Division provides full life-cycle programmatic and technical support for Aircraft Launch and Recovery Equipment (ALRE) including Catapults, Arresting Gear, Shipboard Aviation Information Systems, Visual Landing Aids (VLA), and other related systems. Customers are the Naval Air Systems Command Headquarters (PMA), Fleet, Type Commanders, New Ship Construction Program Offices, Logistics Support activities, Chief of Naval Operations (OPNAV), Naval Sea Systems Command (PMS-312) and all other PMS's supporting air capable ships.

3.0 APPLICABLE DOCUMENTS AND POLICIES

CNO Guidance for 2006 dated Sept 2005; <https://www.cnet.navy.mil/2006CNOG.pdf>

DoD Instruction 5000.2; Operation of the Defense Acquisition System

SECNAVINST 4790.1; Department of the Navy Maintenance and Material Management

SECNAV Instruction 5216.5D; Department of the Navy Correspondence Manual

OPNAVINST 4790.15; Aircraft Launch and Recovery Equipment Maintenance Program (ALREMP)

OPNAVINST 4790.4; Ship's Maintenance and Material (3-M) System Policy

NAVAIRINST 13800.18; Establishment of Aircraft Launch and Recovery Equipment (ALRE) Flight Safe Program

CVN21 Design Product Database Users Guide

4.0 SCOPE

The scope of the effort is to provide experienced ALRE programmatic and technical support to NAWCAD Code 1.1.6 program management personnel, the NAWCAD Business Office, Code 4.8 ALRE engineering and Code 6.0 Logistics Competency personnel related to the acquisition and life-cycle management of ALRE systems as specifically identified in Paragraph 5 below. The Contractor shall possess the specified knowledge, skills and experience to satisfactorily perform specific tasks related to the following:

- ALRE programs for Catapults, Jet Blast Deflectors (JBD's), Integrated Catapult Control Station (ICCS), Recovery (Ship/Shore), Visual Landing Aids (VLA) and Shipboard Information Systems

- The Navy's 3M system, Aircraft Launch & Recovery Equipment Maintenance Program

(ALREMP), Operations and Maintenance Requirements.

- The ALRE Acquisition and Procurement process.

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- ALRE equipment for U.S. Navy, U.S. Coast Guard, Foreign Military Sales (FMS) and commercial maritime activities.
- Performance, operation, and maintenance of all equipment and facilities used to conduct and support air operations on all types of air capable ships.
- Knowledge of U.S. Navy, Marine Corps, Army, Air Force, and Coast Guard helicopters, as well as commercial helicopters and those of foreign military services, along with the air/ship integration requirements of all such aircraft and the aviation facilities of foreign naval vessels that engage in cross-decking operations with the U.S. Navy.
- New technologies supporting the CVN-21 program. The CVN21 program is the next generation of aircraft carriers that utilizes emerging technologies to reduce manning and Total Ownership Costs to the Navy.

5.0 Requirements

5.1 Program/Project Management Support

5.1.1 As requested by ALRE Team Leaders and NAWCAD 1.1.6 Management the contractor will propose recommended courses of action and options to address programmatic issues with acquisition and other life-cycle support programs/ issues. Programs will include all ALRE systems including new technology programs such as the Electromagnetic Aircraft Launch System (EMALS) and the Advanced Arresting Gear (AAG) and the integration of those systems into existing ships and new platforms, e.g. CVN-21) and Litoral Combat Ships (LCS). The recommendations/options will be in writing and approximately 2 pages in length. Level of effort expected is approximately five documents per month.

5.1.2 As requested by ALRE Team Leaders and 1.1.6 Management prepare draft acquisition documentation in support of ALRE programs. Documents will vary and will support acquisition decisions milestones that are required by DoD 5000 series guidance. Programs will include EMALS, AAG and other PMA-251 sponsored programs. Level of effort expected is approximately 2 documents per month.

5.1.3 As requested by ALRE Team Leaders and 1.1.6 Management the Contractor will develop and maintain an Action Item Tracking System for cataloging and project status reporting of open, pending and closed action items. Monthly status reports produced from this system will be submitted.

5.1.4 As requested by ALRE Team Leaders and 1.1.6 Management prepare draft correspondence. Correspondence will include but not be limited to naval messages, business letters, action item responses and project/program execution evaluations and status. The level of effort expected is approximately 20 items will be required each month. Each item will be approximately 2 pages in length.

5.1.5 As requested by ALRE Team Leaders and 1.1.6 Management prepare draft Power Point presentations for management and customer briefings. The contractor will utilize their knowledge of ALRE systems and ALRE issues to prepare the drafts. Presentations will be approximately 10 slides. Level of effort expected is 3 presentations per month.

5.1.6 As requested by ALRE Team Leaders and 1.1.6 Management attend meetings for the purpose of preparing meeting minutes. Draft minutes, including Action Items, will be submitted to the person requesting the meeting within 5 business days of the event. Meetings will generally last 1 day.

5.1.7 The contractor will support the Annual ALRE Conference by providing administrative support in meeting

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preparation including draft agenda, meeting logistics, attendee processing; meeting execution support to included coordination of registration and meeting material; and the drafting of meeting minutes and Action Items. Post meeting support will be monthly reporting of Action Item status.

5.1.8 As requested by ALRE Team Leaders and 1.1.6 Management, and in support of the above tasks, the contractor will travel to various Navy and contractor sites. Estimated duration of each trip is 3 days including travel. The level of travel expected is approximately 1 trip every two months evenly split between the East and West coast.

5.1.9 As requested by 1.1.6 Management, facilitate and participate in ALRE Flight Safe Team meetings and conduct the Flight Safe training course for 6.0/4.8 and 1.0 personnel.

5.2 Business Development Office Support

5.2.1 Prepare a draft New ALRE Business Opportunities Roadmap Report for the NAWCAD. The report will primarily identify those opportunities that will compliment the business derived from traditional Program Management Air (PMA) and Program Management Sea (PMS) tasking or will help maintain core capability. The report should be not less than 8 pages and summarize opportunities for both domestic and foreign navy opportunities. The draft report shall be submitted NLT 60 days after contract award.

5.2.2 Prepare a final New Business Opportunities Roadmap within 5 business days of receiving NAWCAD comments on the draft submittal.

5.2.3 Track New Business Opportunities: Submit monthly 2 copies of an approximate 1-2 page assessment of new business opportunities for the NAWCAD in military new ship/ship alteration monthly. First report due 30 days after contract award.

5.2.4 Develop an approximate 1 page "Capture Plan" to summarize the strategy and tasks needed to win new selected business opportunities. Opportunities will be identified by NAWCAD. Plans will be submitted with 30 days of notification by NAWCAD. Level of effort expected: 6/year.

5.2.5 Prepare draft input to the Quarterly Business Office Status Brief. Input will summarize New Ship Initiatives activities and will be approximately 3-4 Power Point slides.

5.2.6 Prepare Draft Information Protection Plans as directed by NAWCAD. The plans are approximately 20 pages in length and are tailored from previously developed work. Plans will be completed within 30 days of notification by NAWCAD. Level of effort expected: 2/yr.

5.2.7 Prepare and submit to NAWCAD TPOC, minutes of coordination meetings held on business initiatives. Minutes will list attendees, summarize discussions and identify actions. Meeting will normally be conducted at NAWCADLKE and last 1/2 day. Minutes will be submitted within 5 business days of the meeting. Level of effort expected: 40 mtgs/year

5.2.8 Prepare draft Statements of Work for business opportunities. NAWCAD TPOC will identify the business opportunities. SOWs will be approximately 2 pages in length Level of effort expected: 8/yr

5.2.9 Prepare draft export license applications/amendments as identified by NAWCAD TPOC. The format of export license application can be found at http://www.pmdtc.org/ag_guidelines.htm . Level of effort expected: 2/yr

5.2.10 Coordinate with Project Managers and Technical Support personnel of captured business insuring deliverable are being met and customer satisfaction is being achieved. Report status in monthly progress reports. Estimated level of activity: 8 projects

5.3 ALRE Metrics Program Support

5.3.1 Analyze in-service reliability, maintainability and availability information for ALRE systems reported under the Navy Ship's 3M system and Visibility and Management of Operational and Support Costs (VAMOSOC). Approximately 12 top-level systems are reported in 3M and VAMOSOC.

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5.3.2 Prepare a monthly report identifying Fleet readiness metrics to cover, at a minimum, ALRE inventory posture, equipment and component dynamic cycle time, reliability and total cost of ownership data. In addition the report should indicate system trends, improvement opportunities, supply support deficiencies and improvement candidates. Each report will be approximately 15 pages in length.

5.3.3 In support of the above tasks, the contractor will travel to various Navy and contractor sites. Estimated duration of each trip is 1 to 3 days including

travel. The level of travel expected is one trip per month to various NAVAIR and/or fleet locations.

5.4 Engineering Technical Support

5.4.1 Support for CVN21 Program.

5.4.1.1 The CVN-21 Program will incorporate new high technology based ALRE Systems for the Aircraft Carrier of the future. NAVAIR Lakehurst requires technical support to assist us in performing reviews of Design Products developed by Northrop Grumman Newport News (NGNN) for CVN-21. The task will require the contractor maintain the web-based software application and to develop a process that will allow NAVAIR Lakehurst to execute a responsive and complete review of the CVN21 Design Products. In addition to developing and executing the design products database tracking system, the contractor is tasked with reviewing and responding to the design products. In cases where technical input is required by other Subject Matter Experts, the contractor shall coordinate their inputs and reply with a consolidated Design Product response. The contractor shall also serve as the Subject Matter Expert on the CVN21 AIRSPEED Project.

5.4.1.2 EMALS Development Test Support

The Electromagnetic Aircraft Launch System (EMALS) is a new technology based catapult designed to replace the steam-powered catapults currently in-service. EMALS is being developed for the CVN 21 program. The EMALS program is a high risk/high gain program with several new technologies integrated into the equipment. The program is entering the shore-based and shipboard development test phase, which will serve as the most significant evaluation tool for NAVAIR. The contractor will be required to assist in the evaluation of the test plans, support catapult performance, reliability and repeatability test data evaluation, and provide recommendations for additional tests or repeat of tests concluded.

5.4.2 Aviation Facilities.

5.4.2.1. Collect and assemble aviation facility data and revise NAEC-ENG-7576: "Shipboard Aviation Facility Resume". The Aviation Facility Resume is a compendium of the aviation facilities on board Air Capable Ships (ACS) and Amphibious Assault Ships (AAS). It provides the current status of the aviation facilities, including certification, aircraft servicing, and aircraft maintenance capabilities, and includes a scaled AUTOCAD sketch of the flight deck for each active ship. It describes and depicts visual landing aids and lighting arrangements; aircraft recovery; vertical replenishment & hover; and helicopter in-flight refueling (HIFR) facilities aboard ACS and AAS ships. The technical data includes all of the missions performed by shipboard aircraft including ASST (Anti-Ship Surveillance and Targeting), Undersea Warfare, medical evacuation, search and rescue, missile defense.

5.4.2.2 Develop Certification Requirements Documents (CRDs). A CRD documents the tests and inspections needed to ensure the requirements contained in the Bulletin 1 series, the Facilities Requirements Document, the Interface Control Document, and the Installation Design Requirement for the air vehicles have been met and that the ship's aviation facility is safe to operate, launch, and recover aircraft from the ship's platform. The CRD supports the tests and inspections that result in an Aviation Facilities Certification per NAVAIRINST 3120.1C. Some of the tests and

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inspections identified in the CRD are flight deck lighting, deck strength, A/C command and control, fire protection, safety nets, wind measurements systems, and personnel safety.

5.4.3 Visual Landing Aids.

5.4.3.1 Perform engineering analysis for Visual Landing Aids (VLA) Systems. The scope of this effort includes upgrades to current VLA systems and support for the design, development and introduction of the NGVLA (Next Generation VLA). The support begins with the documentation of current configuration and baseline and ends with the successful installation and stand-up of the new system/upgrades. Engineering analysis shall include but not be limited to the generation of requirements analysis matching current technologies and design concepts against current and future fleet VLA operational and maintenance requirements. The support includes concept development where the candidate designs are evaluated analytically and experimentally to insure operational requirements can be achieved. Support for the prototype system fabrication and test/evaluation will be required. The testing support includes laboratory, land based test sites and shipboard installation and evaluation.

5.4.3.2 For current fielded VLA systems contractor support will include failure analysis, analytically and experimentally of installed VLA equipment failures; both operational and maintenance issues. The failure analysis will require an understanding of the design specifications, operational conditions, and the physical environment that the failed equipment was functioning in. The analysis should lead to a conclusion as to what caused the failure and a recommendation for a remedy to the problem. Technical support for engineering analysis and equipment failure analysis shall be documented in the form of technical reports, point papers, briefing presentations, and POA&M (Plan of action and milestone) charts.

6.0 Training

Any training requirements will be at the contractor's expense.

7.0 Access to Office Furnishing and Equipment

The Government will not provide office space, furnishing or equipment to perform this tasking.

8.0 Access to Systems/Software/Documentation

The Government will provide required access to databases required in support of paragraph 5.3.1 and 5.4.1 requirements.

9.0 Deliverables

The following deliverables must be provided in accordance the requirements of the attached DD Form 1423, Contract Data Requirements List.

9.1 For Requirement 5.1

A monthly progress/status report summarizing all work accomplished under this task shall be prepared and submitted in accordance with requirements of CDRL Item A001.

Recommendation/options report (see 5.1.1), draft acquisition documentation (see 5.1.2), Action Item Tracking System Report (5.1.4), draft correspondence (5.1.5), draft presentations (5.1.6), draft minutes (5.1.7), and ALRE Conference draft agenda and minutes (5.1.8) shall be prepared and submitted in accordance with the requirement of CDRL Item A001.

9.2 For Requirement 5.2

New ALRE Business Opportunities Roadmap Report (see 5.2.1 and 5.2.2), New Business Opportunities Assessment (5.2.3), Capture Plans (5.2.4), Quarterly Business Office Status Brief (5.2.5), draft Information Protection Plans (5.2.6), meeting minutes (5.2.7), draft SOWs (5.2.8), draft export license (5.2.9), monthly progress/status report (5.2.10) shall be prepared and submitted in accordance with requirements of CDRL Item A002.

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9.3 For Requirement 5.3

ALRE Fleet Readiness Report required under 5.3.2 shall be prepared and submitted in accordance with requirements of CDRL Item A003.

9.4 For Requirement 5.4

Recommendation/options reports (see 5.4.2).

10.0 Place of Performance

The primary place of performance will be at the contractor's facility. On average, one day a week will be spent at NAWCADLKE for coordinating team meetings.

11. Security

DD 254 not required.

12. Standards of Quality and Timeliness (See attachment in Section J)

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SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THROUGH 9000- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (Sep 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor _____

(Name Individual Sponsor)

(Name of Requiring Activity)

(City & State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for Base Year CLINs is 1/22/2007 – 4/21/2008

The period of performance for Option Year I CLINs is 7/16/2007 – 4/30/2009

The period of performance for Option Year II CLINs is 5/29/2008 – 1/21/2010

The period of performance for Option Year III CLINs is 1/13/2009 – 1/04/2011

The period of performance for Option Year IV CLINs is 1/22/2011 – 1/21/2012

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 5 days of the end of the current period of performance; provided that the Government give 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.

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

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Paul Reiff

Code:1.0

E-mail: paul.reiff@navy.mil

Mailing Address: NAWCAD LKE, HWY 547 Bldg 562 Lakehurst, NJ 08733

Telephone:732-323-1931

(b) The TOM is responsible for those specific functions assigned in the Task Order manager appointment letter.

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN 1000, 1100,1200,4000 and 4100), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

AS OF MODIFICATION 01:

ESTIMATED

ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

Base [_ \$971,493.14_] [_ \$63,979.86_] [_ 1/22/07-4/21/08_____]

Opt I [_ \$996,386.36_] [_ \$66,883.39_] [_ 7/16/07-4/30/09_____]

Opt II [_ \$1,014,742.34_] [_ \$65,297.66_] [_ 5/29/08-1/4/09_____]

Opt III [_ \$748,590.43_] [_ \$58,054.57_] [_ 1/13/09-1/4/11_____]

(To be provided at the task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the

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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 [_____] 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.

FUNDING PROFILE

The following details funding to date:

Total \$3,985,427.75

Contract Funds This Previous Funds Balance

CPFF Action Funding Available Unfunded

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 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: Enter DODAAC of the activity issuing the contract.

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable): Enter Inspector DODAAC, or leave blank

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):Enter DODAAC

Acceptor DODAAC (if applicable): Enter Acceptor DODAAC **Organization that Government Acceptor Works for

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Local Processing Office:N/A (Leave blank)

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 12 of Task Order front page.

(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:

Name Email Phone Role

Paul Reiff paul.reiff@navy.mil 732-323-1931 TOM

```
Accounting Data
SLINID  PR Number          Amount
-----  -
100001  001020501100001      80000.00
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AA 97X4930 NH2A 255 77777 0 054219 2F 000000 011860280570
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```
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LLA :
AB AA 97X4930 NH2A 255 77777 0 054219 2F 000000 011860280570

100003  001020526900001      17500.00
LLA :
AC 97X4930 NH2A 251 77777 0 054219 2F 000000 011959310230

100004  001020526900002      22500.00
LLA :
AD 97X4930 NH2A 251 77777 0 054219 2F 000000 011959310340

100005  001020526900003      22500.00
LLA :
AE 97X4930 NH2A 252 77777 0 054219 2F 000000 011959310360
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MOD 2

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100007  001017975400006      103900.00
LLA :
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AG 97X4930 NH2A 252 77777 0 054219 2F 000000 011497670160

100008 001017975400004 121400.00

LLA :

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LLA :

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LLA :

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LLA :

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LLA :

AF 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902800

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LLA :

AG 97X4930 NH2A 252 77777 0 054219 2F 000000 011497670160

310003 001017975400004 100.00

LLA :

AH 97X4930 NH2A 252 77777 0 054219 2F 000000 011497710390

MOD 4

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320002 001020527000002 22500.00

LLA :

AK 97X4930 NH2A 252 77777 0 054219 2F 000000 011959310340

320003 001020527000003 22500.00

LLA :

AL 97X4930 NH2A 252 77777 0 054219 2F 000000 011959310360

320004 001020530100001 33500.00

LLA :

AM 97X4930 NH2A 252 77777 0 054219 2F 000000 011488820120

MOD 5

100009 001021049000001 79000.00

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300004 001021049000001 1000.00

LLA :

AN 97X4930 NH2A 252 77777 0 054219 2F 000000 011385000090

MOD 6

100010 001020432700001 27868.00

LLA :

AP 1771810 43SH 251 00019 0 050119 2D 000000 PMA260BABA1A

300005 001020432700001 3000.00

LLA :

AP 1771810 43SH 251 00019 0 050119 2D 000000 PMA260BABA1A

MOD 7

100011 001021491400001 50000.00

LLA :

AQ 97X4930 NH2A 252 77777 0 054219 2F 000000 011508270450

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100012 001021491400002 55000.00
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100013 001021491400003 13255.00
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310004 001021491400003 2745.00
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MOD 8

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MOD 9

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 BA 97X4930 NH2A 252 77777 0 054219 2F 000000 011468250090

110005 001022919600001 34000.00
 LLA :
 BB 97X4930 NH2A 252 77777 0 054219 2F 000000 011508270470

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110006 001022365300001 46497.00
 LLA :
 BC 97X4930 NH2A 252 77777 0 054219 2F 000000 011488820150

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330001 001022365300002 2800.75
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MOD 12

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MOD 13

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MOD 14

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 BG 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00578

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330005 130009903300001 7000.00
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 BH 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00573

MOD 15

110013 130009992800001 160000.00

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LLA :
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110014 130009728000002 28000.00
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LLA :
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BM 1781804 4A4A 252 00019 0 050120 2D 000000 HQ018PR03932

MOD 16

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350001 130010435100001 87500.00
LLA :
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350002 130010216400001 45000.00
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BT 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00783

MOD 17

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BV 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00963

MOD 18

380001 130010380500001 85000.00
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BW 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00915

MOD 19

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370001 130010688000001 2500.00
LLA :
BX 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR01183

MOD 20

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 LLA :
 BY 97X4930 NH2A 255 77777 0 050120 2F 000000 WC218PR01153

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 BY 97X4930 NH2A 255 77777 0 050120 2F 000000 WC218PR01153

370002 130010651500001 500.00
 LLA :
 BY 97X4930 NH2A 255 77777 0 050120 2F 000000 WC218PR01153

MOD 21

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MOD 22

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MOD 23

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 CD 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000048352

120010 130011351500001 15000.00
 LLA :
 CE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000048353

MOD 24

120011 130011540600001 38400.00
 LLA :
 CF 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000070130

MOD 25

120012 130011670000001 100000.00
 LLA :
 CG 97X4930 NH2A 251 77777 0 050120 2F 000000 A00000083820

MOD 26

110008 130009956400001 5000.00
 LLA :
 BF 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00597

120013 130011816300001 165000.00
 LLA :
 CH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097907

120014 130011810900001 73500.00
 LLA :
 CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097590

330004 130009956400001 (5000.00)
 LLA :

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BF 97X4930 NH2A 252 77777 0 050120 2F 000000 WC218PR00597

MOD 27

120014 130011810900001 (73500.00)
 LLA :
 CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097590

380002 130011810900001 73500.00
 LLA :
 CJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097590

MOD 28

120015 130011885300010 84540.00
 LLA :
 CK 1791319 Y5YF 255 00019 0 050120 2D 000000 A00000103217

370003 130011906000010 7000.00
 LLA :
 CL 1791319 Y5YF 255 00019 0 050120 2D 000000 A00000105087

MOD 29

120016 130011970100002 77000.00
 LLA :
 CM 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000111390

MOD 30

120013 130011816300001 (10000.00)
 LLA :
 CH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097907

120017 130012013300001 7500.00
 LLA :
 CN 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000115526

360003 130011816300001 10000.00
 LLA :
 CH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000097907

370004 130012013300001 10000.00
 LLA :
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400001 130012016400001 70000.00
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 CP 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000116028

MOD 31

120018 130011983900001 5000.00
 LLA :
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120019 130011983800001 11900.00
 LLA :
 CR 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000112386

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 LLA :
 CS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000112389

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 CT 97X4930 NH2A 252 77777 0 050120 2F 000000 A10000112389

400002 130011919800001 100000.00
 LLA :
 CU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000107150

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MOD 32

400003 130011916800001 75345.00
 LLA :
 CV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000106232

400004 130012109000001 168300.00
 LLA :
 CW 1791804 4A4A 252 00019 0 050120 2D 000000 A00000124973

600001 130011916800001 2000.00
 LLA :
 CV 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000106232

MOD 33

400005 130012208000001 85000.00
 LLA :
 CX 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000137290

600002 130012208000001 20000.00
 LLA :
 CX 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000137290

MOD 34

400006 130012492800001 140000.00
 LLA :
 CY 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000168207

MOD 35

400007 130012537700001 70000.00
 LLA :
 CZ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000174739

400008 130012414300001 76000.00
 LLA :
 DA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000159402

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a

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known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

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

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been 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 [12 month prohibition] after the terms of this contract. (FAR 9.505-2(b)(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 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)

(6) 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

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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 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.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that ["during the first 3 months of the contract"], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by

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paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired. All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a secret security clearance.

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.

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SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

12 Standards of Quality and Timeliness (part of PBSOW)

CDRL A001

CDRL A002

CDRL A003

CDRL A004

CDRL A005

CDRL A006

CDRL A007

CDRL A008

CDRL A009