1. CONTRACT ID CODE PAGE OF PAGES	
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT U 1 3	
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (III 20 Various N/A	applicable)
6. ISSUED BY CODE N00174 7. ADMINISTERED BY (If other than Item 6) CODE	2101A
NSWC, INDIAN HEAD DIVISION DCMA Baltimore	
4072 North Jackson Road, Suite 132 217 EAST REDWOOD STREET, SUITE 1800	
Indian Head MD 20640-5115 BALTIMORE MD 21202-5299	
paulette.bowman@navy.mil 301-744-6663	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.	
Strategic Technology Institute Inc	
6000 Executive Blvd, Suite #205	
Rockville MD 20852-3813 9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO.	
[X]	
N00178-05-D-4580-FG01 10B. DATED (SEE ITEM 13)	
CAGE CODE 0GB12 FACILITY CODE 153637079 01-Apr-2008 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 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEI'	
AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.	
virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes	
reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)	
SEE SECTION G	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,	
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	20000
(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT (NO. IN ITEM 10A.	DRDER
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:	
[X] D. OTHER (Specify type of modification and authority) UNILATERAL, 52.232-22, LIMITATION OF FUNDS	
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)	
Debra D Mitchell, Contracting Officer	
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE	
	SIGNED
BY /s/Debra D Mitchell 14-Dec-20	

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 modification is to add Incremental Funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

Incremental Funding is added as follows:



Program: Logistics Support

The POP for this effort shall be from date of award through 31 October 2011.

The technical direction stated below falls directly under paragraph 2.2.1 Logistics Support of the scope of work covered by the base contract.

The contractor shall provide logistics support to



The technical direction stated below falls directly under paragraph 2.2.1 Logistics Support of the scope of work covered by the base contract.

The contractor shall provide logistics support

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ITEM(S)	ALLOTTED	ALLOTTED	ESTIMATED
	<u>COST</u>	<u>FEE</u>	PERFORMANCE PERIOD

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the incrementally funded CL separately the amount(s) allo period of performance which	INs/SLINs by unilateral contra ted for cost, the amount(s) all the amount(s) are expected to		fication shal rered thereby	l state y, and the
. ,		nance under these CLINs/SLINs is : 32-20) or "LIMITATION OF COST (
(d) The Contractor shall segret performance of fully funded Contractor shall segret to the co		ce of incrementally funded CLINs/S	LINs from t	he costs of
The total amount of fund	s obligated to the task is h	ereby increased by		

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Funding (OTHER)

100106 Incremental

For Cost Type Items: Item Supplies/Services Qty Unit Est. Cost Fixed Fee 1000 Engineering, 1.0 Lot Logistics and Planning Support for Mission Readiness (TBD) 100001 INCREMENTAL FUNDING (TBD) 100002 INCREMENTAL FUNDING (TBD) 100003 Incremental Funding (TBD) 100004 Incremental Funding (TBD) 100005 Incremental Funding (TBD) 100006 Incremental Funding (TBD) 100007 Incremental Funding (TBD) 100008 Incremental Funding (TBD) 100009 Incremental Funding (TBD) 1001 Engineering, 1.0 Lot Logistics and Planning Support for Mission Readiness (OTHER) 100101 Incremental Funding (OTHER) 100102 Incremental Funding (OTHER) 100103 Incremental Funding (OTHER) 100104 Incremental Funding (OTHER) 100105 Incremental

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100107 Incremental Funding (OTHER)

100108 Incremental Funding (OTHER)

100109 Incremental Funding (OTHER)

100110 Incremental Funding (OTHER)

100111 Incremental Funding (OTHER)

100112 Incremental Funding (OTHER)

100113 Incremental Funding (OTHER)

100114 Incremental Funding (OTHER)

100115 Incremental Funding (OTHER)

100116 Incremental Funding (OTHER)

100117 Incremental Funding (OTHER)

100118 Incremental Funding (OTHER)

100119 Incremental Funding (OTHER)

100120 Incremental Funding (OTHER)

100121 Incremental Funding (OTHER)

100122 Incremental Funding (OTHER)

100123 Incremental Funding (OTHER)

100124 Incremental Funding (OTHER)

1002 Engineering,
Logistics and
Planning Support
for Mission
Readiness (OTHER)

100201 Incremental Funding (OTHER)

1.0 Lot

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				1
100202 Incremental Funding (OTHER)				
100203 Incremental Funding (OTHER)				
100204 Incremental Funding (OTHER)				
100205 Incremental Funding (OTHER)				
100206 Incremental Funding (OTHER)				
100207 Incremental Funding (OTHER)				
100208 Incremental Funding (OTHER)				
100209 Incremental Funding (OTHER)				
100210 Incremental Funding (OTHER)				
100211 Incremental Funding (OTHER)				
100212 Incremental Funding (OTHER)				
100213 Incremental Funding (OTHER)				
100214 Incremental Funding (OTHER)				
100215 Incremental Funding (OTHER)				
100216 Incremental Funding (OTHER)				
100217 Incremental Funding (OTHER)				
100218 Incremental Funding (OTHER)				
Logistics and Planning Suppor for Mission Readiness (TBD) Option		\$0.00 \$0.	00	\$0.00
1004 Engineering, Logistics and Planning Suppor for Mission Readiness (TBD) Option		\$0.00 \$0.	00	\$0.00

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For ODC Items:

For OD	C Items:			
	Supplies/Services			
3000	ODCs NOT TO EXCEED (TBD)	1.0	Lot	
300001	INCREMENTAL FUNDING (TBD)			
300002	INCREMENTAL FUNDING (TBD)			
300003	Incremental Funding (TBD)			
300004	Incremental Funding (TBD)			
300005	Incremental Funding (TBD)			
300006	Incremental Funding (TBD)			
300007	Incremental Funding (TBD)			
300008	Incremental Funding (TBD)			
3001	ODCs NOT TO EXCEED \$384,619.04 (OTHER)	1.0	Lot	
300101	Incremental Funding (OTHER)			
300102	Incremental Fundinig (OTHER)			
300103	Incremental Funding (OTHER)			
300104	Incremental Funding (OTHER)			
300105	Incremental Funding (OTHER)			
300106	Incremental Funding (OTHER)			
300107	Incremental Funding (OTHER)			
300108	Incremental Funding (OTHER)			
300109	Incremental Funding (OTHER)			

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300110 Incremental Funding (OTHER) 300111 Incremental Funding (OTHER) 3002 ODCs NOT TO 1.0 Lot EXCEED \$248,927.79 (OTHER) 300201 Incremental Funding (OTHER) 300202 Incremental Funding (OTHER) 300203 Incremental Funding (OTHER) 300204 Incremental Funding (OTHER) 300205 Incremental Funding (OTHER) 3003 ODCs NOT TO 1.0 Lot \$0.00 EXCEED \$246,053 (OTHER) Option 3004 ODCs (TBD) 1.0 Lot \$0.00 Option

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Dawn Tolson, CD6

Address: 4072 North Jacksono Road, Suite 106

Indian Head, MD 20640-5115

dawn.tolson@navy.mil

301-744-4469

(b) The Alternate TOM for this contract is:

Name: Address:

- (c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.
- (d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.
- (e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

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SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (IIII. 1992)

XX is not required.

shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all

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other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED STATEMENT OF WORK ENGINEERING, LOGISTICS AND PLANNING SUPPORT FOR MISSION READINESS

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) has been tasked to provide engineering, logistics and planning services in support of mission readiness for various programs and Navy divisions such as: The Commander, Naval Reserve Forces Command (CNRFC); Naval Sea Systems Command (NAVSEA); Space and Naval Warfare Systems Command (SPAWAR); and other active duty and reserve fleet activities and Base Realignment and Closure (BRAC).

1.2 Scope

The contractor shall provide engineering, logistics and planning, training, and program management support services for Navy mission systems and aircraft to support mission readiness. Support shall include engineering analysis and assessments; system safety services; logistics support; strategic planning and coordination; training; and program management. In performance of these tasks, the contractor shall have a thorough knowledge and understanding of the operational and functional areas of Fleet Readiness Centers (FRCs), the Naval Aviation Enterprise (NAE), Aircraft Intermediate Maintenance Departments (AIMDs), and Base Realignment and Closure (BRAC) activities.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

2.0 REQUIREMENTS

2.1 ENGINEERING SUPPORT

2.1.1 Engineering Analysis

The contractor shall assist with performing studies and analyses to identify, resolve, recommend, and implement activities in areas such as systems engineering; systems maintenance; systems analysis and assessment; risk assessment; quality analysis; analysis of system performance and design data; evaluation and analysis of simulation; evaluation and analysis of the ability of systems to meet operational requirements; and assessment of system capabilities. The contractor shall be required to interpret various technical documentation standards and prepare the required documentation accordingly. The contractor shall be required to perform independent research tasks, which may include the review, evaluation and analysis of design, test data, installation and operational data. Individual studies and analyses shall involve comparison of alternative and developing technologies for systems to include independent verification of design and/or analysis. The contractor shall provide support to research, design, develop, evaluate, verify, implement and validate development activities in required programs.

2.1.2 Engineering Assessments

The contractor shall perform engineering evaluations, technical assessments, program assessments, and statistical studies of existing and emerging developments for airframe/ avionics / mission systems /aircraft / ship systems. Support shall include:

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- a) Analyze, review and evaluate existing and emerging avionics / mission systems / ship systems for their ability to meet required Fleet delivery schedules, requirements and objectives, and identify associated risks.
- b) Analyze technical, programmatic, and cost data, including Earned Value, associated with proposed project baseline / changes, modifications and other improvements, and assess the ability to meet project/program objectives within identified funding profiles.
- c) Utilize automated program and financial information systems to provide inputs and evaluate avionics systems/sensors funding and programmatic milestones.
- d) Provide independent technical, programmatic and financial evaluations of emerging programs.
- e) Perform impact analyses of approaches, methods and technology application for the development of existing and emerging avionics / mission systems / ship systems used to support various platforms.
- f) Review changes in resources and evaluate potential impact on schedule, performance and other aspects of the acquisition cycle.
- g) Evaluate proposed specification changes, technical waivers, and deviations to research and development programs. Identify cost, schedule variances, assess impacts and recommend alternative courses of action.
- h) Provide technical and programmatic evaluations; prepare project briefings, program documentation, plans and budget requirements, and budget distributions for assigned programs.

2.1.3 System Safety Services

The contractor shall provide system safety engineering and system safety management support to organizations to assist them in assuring that all system safety requirements and site safety requirements are met. The contractor shall work with design, technical, and mission support personnel and engineers to identify safety hazards, identify hazard controls, provide assessments of hazard reduction methodologies and provide recommendations for requirements compliance. The contractor shall perform independent inspections and audits of operations, fabrication, integration and testing, training, and site activities for programs. The contractor shall verify, monitor and periodically reassess hazard control implementation activities. Support to organizations shall include the development of System Safety Program Plans, Safety Data Packages, Safety Assessment Reports, and associated analyses and reports. Additionally, the contractor shall prepare or review Preliminary Hazard Analyses, Failure Modes and Effects Analysis, Fault Tree Analyses, Operating and Support Hazard Analyses, Facility Hazard Analysis, and Software Hazard Analyses. The contractor shall also develop and present safety status and technical issues at technical program reviews.

2.2 LOGISTICS AND PLANNING SUPPORT

2.2.1 Logistics Support

The contractor shall perform logistical analyses and supply/readiness studies in support of mission readiness. The contractor shall provide assistance in collecting and analyzing data to determine project/program performance to include the identification of deficiencies, gaps, similarities, and duplications. The contractor shall collect inputs from various Government and civilian organizations participating in the respective project or program. The contractor shall assist with developing specifications, maintenance plans, facility requirements, logistics support to include tracking of materials and expenditures, program studies and organization/reorganization plans. The contractor shall provide site support at designated installations to coordinate with responsible organizations to provide logistics support to assist with unit reorganizations or movements.

2.2.2 Strategic Planning and Coordination

The contractor shall assist in the support of existing projects/programs as well as the development of systems, which facilitate strategic planning and coordination. The contractor shall identify and recommend a mechanism for developing a more cohesive and integrated effort to broadly address the needs of the various commands. The contractor shall collect inputs from various Government organizations participating in the support and development

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process. Contractor shall review input and request additional detailed data from Government organizations as needed. The contractor shall be required to produce documentation that outlines Research and Development projects and their transition into NRFC and other Navy activities.

2.3 TRAINING SUPPORT

The contractor shall provide technical and engineering support to assist with the development, evaluation, and implementation of current and planned training programs and their supporting devices. This support includes the evaluation of training data, training capabilities, and interfaces. This support will also include development of new training courses or training material. The contractor's primary mission will be to apply research, development and design expertise to enhance training efforts, as well as conduct the training of Navy reserve personnel.

2.4 PROGRAM MANAGEMENT SUPPORT

The contractor shall assist in providing technical program management support to the Government in support of mission readiness. Additionally, the contractor shall provide administrative and clerical assistance to support the work performed under this task order.

2.4.1 Conferences, Meetings, Reviews

The contractor may be required to organize, attend or host, and facilitate program meetings as directed by the Government. The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, host and/or participate in the actual meeting, and draft the minutes and action items for appropriate action. The Government shall conduct reviews of the activities, provide technical direction, and approve all major activities undertaken by the contractor.

2.4.2 Fiscal Management Support

The contractor shall provide technical support to assist with the management of fiscal resources. This support includes evaluation and tracking of financial resources including their authorizations, appropriations and expenditures. The contractor shall support fiscal programs to include expenditure research; tracking and budgetary reconciliation; and interaction with other Government agencies concerning fiscal data. The contractor will assist with monitoring Navy Reserve fiscal resources as directed by the local comptroller, conduct fiscal audits on assigned accounts, perform monitoring and forecasting of assigned accounts using approved methods, and report all discrepancies to the local comptroller. The contractor shall provide financial training to appropriate personnel as directed and assist the local comptroller with financial support pertaining to Navy Reserve accounts.

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

- 3.1 The contractor shall submit monthly status reports, which are due on the 15th of each month and shall be submitted to: Indian Head Division/Naval Surface Warfare Center, Weapon Simulation, 4280 South Patterson Road, Suite 110, Code CAC1, Indian Head, MD 20640-5135.
 - Contractor's name and address
 - Contract number
 - Date of report
 - Period covered by report
 - Man-hours expended by discipline for the reporting period, and cumulatively during the task order
 - Cost curves portraying actual/projected conditions through the task order
 - Cost incurred for the reporting period and total contractual expenditures as of report date
 - Description of progress made during period reported, including problem areas encountered; recommendations, if any, for subsequent solution beyond the scope of this task order
 - Results obtained related to previously identified problem areas
 - Trips and significant results
 - Plans for activities during the following period
- 3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisite to the various task activities of the contract. Contractor shall provide a listing keyed to

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specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet relevant guidelines /standards or community best practices and will include; but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Conference agenda, conference minutes, and presentation materials
- Descriptions, proposals, illustrations, program planning, support, and budget documentation and funding plans

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order.

Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

5.0 SECURITY

Personnel performing work on this task order may be required to have a DoD "Secret" clearance. All deliverables associated with this SOW are "unclassified" unless otherwise specified.

6.0 TRAVEL

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the Task Order Manager (TOM).

7.0 DISCLAIMER STATEMENT

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation."

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SECTION D PACKAGING AND MARKING

See the Basic Contract.

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SECTION E INSPECTION AND ACCEPTANCE

See the Basic Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

The Basic effort to be performed under this contract, shall be completed within a period of (12) months from the base year, with Four (4) one year options to be exercised if deemed in the best interest of the government.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Dawn Tolson, CD5
4072 North Jackson Road, Suite 106
Indian Head, MD 20640-5115
dawn.tolson@navy.mil
301-744-4469

SPECIAL PAYMENT INSTRUCTIONS- Payment shall be made in accordance with the ACRNs on the invoices.

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Ordering Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- 2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

New Year's Day 01 January

Martin Luther King's Birthday 19 January

President's Day 16 February

Memorial Day 31 May

Independence Day 5 July

Labor Day 6 September

Columbus Day 11 October

Veteran's Day 11 November

Thanksgiving Day 25 November

Christmas Day 24 December

^{*} If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

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3. The hours of operation for the Procurement Department and Receiving Office are as follows:

AREA FROM TO

Procurement Department (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:00 A.M.

12:30 P.M. 2:00 P.M.

If you intend to visit the Procurement Department, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contract. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

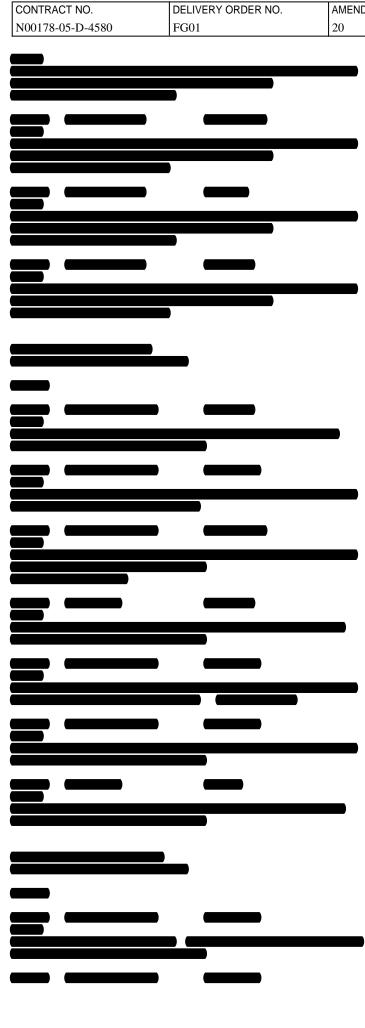
TECHNICAL INSTRUCTIONS

- (a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SPECIAL PAYMENT INSTRUCTIONS- Payment shall be made in accordance with the ACRNs on the invoices.



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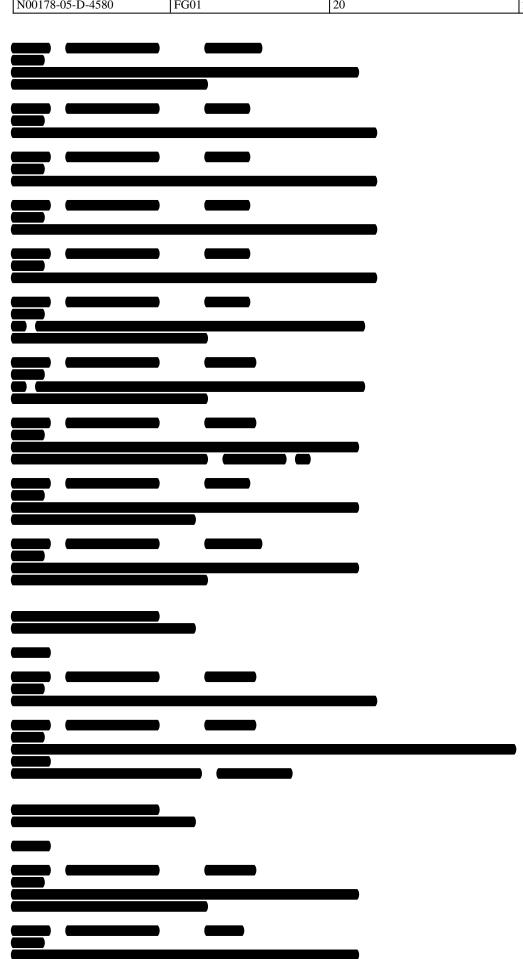


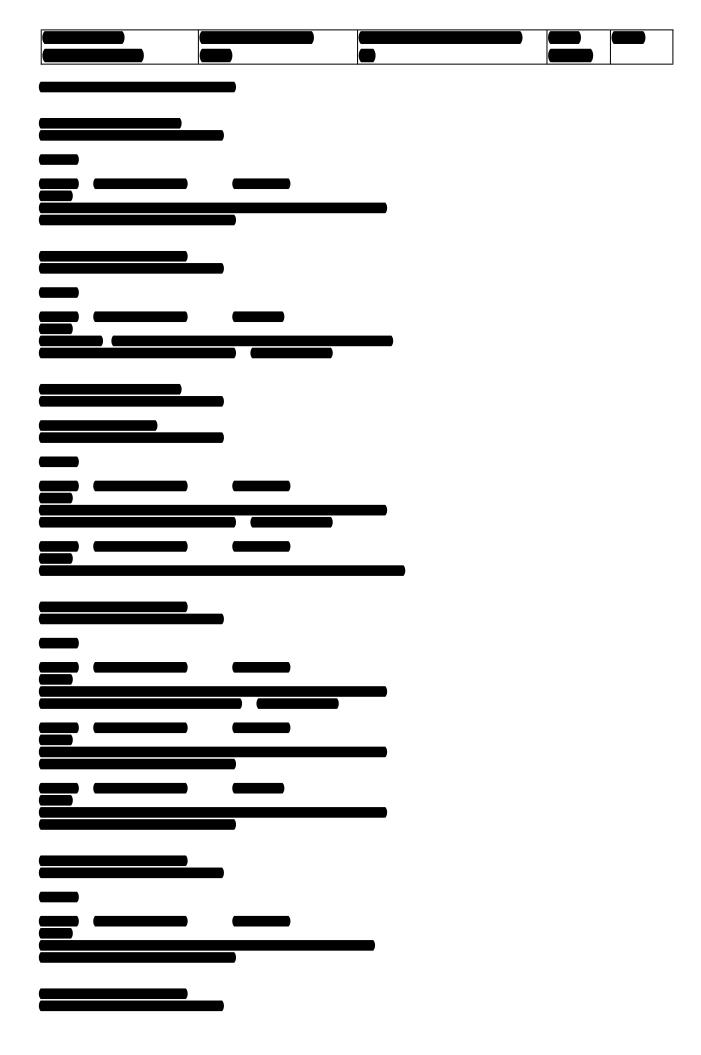
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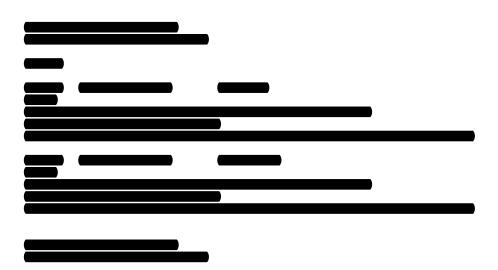
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteranowned 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.

5252,232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

	<u>ALLOTED</u>	<u>ALLOTTED</u>	
ITEM(S)	<u>COST</u>	<u>FEE</u>	FUNDED PERIOD

SEE PAGE 2 - GENERAL INFORMATION

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs <u>1000 and 3000</u> 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.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

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Phone Number: 301-744-6663

Email: Paulette.Bowman@navy.mil

Payments/Invoicing: DFAS COLUMBUS CENTER, SOUTH ENTITLEMENT OPERATIONS

Phone Number: (800) 756-4571

Task Order Manager: Dawn Tolson

Phone Number: (301) 744- 4469

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Patricia J. Downey at (301) 744-6666.

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

DFARS 252.215-7003 Excessive Pass-Through Charges- Identification of Subcontract Effort (APR 2007)

DFARS 252.215-7004 Excessive Pass-Through Charges (APR 2007)

DFARS 252.225-7040 Contractor Personnel Authorized Accompany U.S. Arned Forces Deployed Outside the U.S. (JUN 2006)

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Section L

Section M

Past Performance Matrix

Past Performance Questionnaire

Privacy Act Certification

Cost Summary Format

DD 254, Revision No. 1, Dated 7/29/09