

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 01-Mar-2010	4. REQUISITION/PURCHASE REQ. NO. 1300141628		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 louise.joy@navy.mil 301-757-9726	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) LTM INC. 925 E. Main Street, Suite 66 Havelock NC 28532-2375		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4435-M803
		10B. DATED (SEE ITEM 13) 01-Mar-2007
CAGE CODE 06WH5	FACILITY CODE 932899784	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.217-9 'Option to Extend the Term of Contract'

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) BEVERLY A ABELL, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/BEVERLY A ABELL (Signature of Contracting Officer)	16C. DATE SIGNED 22-Feb-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to exercise Option Period III, pursuant to FAR Clause 52.217-9. This consists of CLINs 4300, 4301, 4303, 4304, 4305, 6300, and 6301 only. The Increased Capacity CLINs (4302 and 6302) are not being exercised at this time. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The value of the Task Order is increased by \$769,449.00 from \$2,149,011.00 to \$2,918,460.00.

The total amount of funds obligated to the task is hereby increased by \$751,000.00 from \$2,114,186.00 to \$2,865,186.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430001	WPN	0.00	673,492.00	673,492.00
630001	WPN	0.00	77,508.00	77,508.00

The total value of the order is hereby increased by \$0.00 from \$2,918,460.00 to \$2,918,460.00.

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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	Services in accordance with SOW 3.1 (WPN)	1.0 Lot	\$573,166.00	\$34,390.00	\$607,556.00
100001	Services in accordance with SOW 3.1 (WPN) (WPN)				
1001	Services in accordance with SOW 3.2 (FMS Case #XX-X-XX)	1.0 Lot	\$15,598.00	\$936.00	\$16,534.00
100101	IS-D-YES, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100102	SZ-D-QAD, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100103	NO-D-QBI, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100104	TW-D-QBR, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100105	SN-D-SAA, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100106	PL-D-SAC, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				
100107	CI-D-SGB, Funding in support of CLIN 1001 (FMS Case #XX-X-XX)				

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XX)

100108 KS-D-SIR, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100109 AE-D-YAB, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100110 EZ-D-YAB, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100111 HU-D-YAC, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100112 CN-D-YAE, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100113 MF-D-YBD, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100114 BA-D-YBI, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100115 MU-D-YEI, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100116 JO-D-YJD, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100117 AT-D-YKX, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100118 SR-D-YPY, Funding
in support of
CLIN 1001

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(FMS Case #XX-X-X
XX)

100119 BE-D-YCD, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100120 SW-D-YCD, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

100121 UK-D-QBV, Funding
in support of
CLIN 1001
(FMS Case #XX-X-X
XX)

1002	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot	\$58,876.00	\$3,533.00	\$62,409.00
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1003	Technical Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1004	OPSEC (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1005	OPSEC Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1100	Services in accordance with SOW 3.1 (WPN)	1.0 Lot	\$593,227.00	\$35,594.00	\$628,821.00
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110001 Service in
accordance with
SOW 3.1 (WPN)

1101	Services in accordance with SOW 3.2 (FMS Case #XX-X-X XX)	1.0 Lot	\$16,144.00	\$969.00	\$17,113.00
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1102	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot	\$60,937.00	\$3,656.00	\$64,593.00
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1103	Technical Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1104	OPSEC (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1105	OPSEC Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
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1200	Services in accordance with SOW 3.1 (WPN)	1.0 Lot	\$613,990.00	\$36,839.00	\$650,829.00
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120001	Funding in support of CLIN 1200 (WPN)				
1201	Services in accordance with SOW 3.2 (FMS Case #XX-X-XX)	1.0 Lot	\$16,709.00	\$1,003.00	\$17,712.00
1202	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot	\$63,070.00	\$3,784.00	\$66,854.00
1203	Technical Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
1204	OPSEC (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00
1205	OPSEC Data (OTHER)	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	ODCs in accordance with SOW 3.1 (WPN)	1.0 Lot	\$66,638.00
300001	ODCs in accordance with SOW 3.1 (WPN) (WPN)		
3001	ODCs in accordance with SOW 3.2 (FMS Case #XX-X-XX)	1.0 Lot	\$0.00
3002	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot	\$6,664.00
3100	ODCs in accordance with SOW 3.1 (WPN)	1.0 Lot	\$70,094.00
310001	Funding in support of CLIN 3100 (WPN)		
3101	ODCs in accordance with SOW 3.2 (FMS Case #XX-X-XX)	1.0 Lot	\$0.00
3102	Capacity Increase CLIN (CIC), 10%	1.0 Lot	\$7,009.00

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(OTHER)
Option

3200 ODCs in accordance with SOW 3.1 (WPN) 1.0 Lot \$73,714.00

320001 Funding in support of CLIN 3200 ODC (WPN)

3201 ODCs in accordance with SOW 3.2 (FMS Case #XX-X-XX) 1.0 Lot \$0.00

3202 Capacity Increase CLIN (CIC), 10% (OTHER) Option 1.0 Lot \$7,371.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
4300	Services in accordance with SOW 3.1 (WPN)		1.0 Lot	\$635,480.00	\$38,129.00	\$673,609.00
430001	Funding in support of CLIN 4300. (WPN)					
4301	Services in accordance with SOW 3.2 (FMS Case #XX-X-XX)		1.0 Lot	\$17,294.00	\$1,038.00	\$18,332.00
4302	Capacity Increase CLIN (CIC), 10% (OTHER) Option		1.0 Lot	\$65,277.00	\$3,917.00	\$69,194.00
4303	Technical Data (OTHER)		1.0 Lot	\$0.00	\$0.00	\$0.00
4304	OPSEC (OTHER)		1.0 Lot	\$0.00	\$0.00	\$0.00
4305	OPSEC Data (OTHER)		1.0 Lot	\$0.00	\$0.00	\$0.00
4400	Services in accordance with SOW 3.1 (WPN) Option		1.0 Lot	\$657,722.00	\$39,463.00	\$697,185.00
4401	Services in accordance with SOW 3.2 (FMS Case #XX-X-XX)		1.0 Lot	\$17,899.00	\$1,074.00	\$18,973.00

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	Option				
4402	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot	\$67,562.00	\$4,054.00	\$71,616.00
4403	Technical Data (OTHER) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4404	OPSEC (OTHER) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4405	OPSEC Data (OTHER) Option	1.0 Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6300	ODCs in accordance with SOW 3.1 (WPN)	1.0 Lot		\$77,508.00
630001	Funding in support of CLIN 6300. (WPN)			
6301	ODCs in accordance with SOW 3.2 (FMS Case #XX-X-X XX)	1.0 Lot		\$0.00
6302	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot		\$7,751.00
6400	ODCs in accordance with SOW 3.1 (WPN) Option	1.0 Lot		\$80,311.00
6401	ODCs in accordance with SOW 3.2 (FMS Case #XX-X-X XX) Option	1.0 Lot		\$0.00
6402	Capacity Increase CLIN (CIC), 10% (OTHER) Option	1.0 Lot		\$8,031.00

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Code: AIR-2.5.1.8.2.6

Phone: 301-757-5915

Fax: 301-757-8988

Email: louise.joy@navy.mil

Block 21: Contracting Officer, Candice L. Anderson

Code: AIR-2.5.1.8.2

Phone: 301-757-7090

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(1) This acquisition is applicable to Zone 4, Gulf Coast.

(2) This task order is issued in accordance with the terms and conditions of contract N00178-05-D-4435. Only clauses and provisions requiring fill-ins, or unique to the task order have been included in full text in the task order.

(3) The task order is for a total performance period of five years inclusive of all options.

(4) The Contract Line Item Number (CLIN) structure of the task order is as follows:

CLIN	Period of Performance	Dates of Performance
Services:		
10XX	Base	March 1, 2007 – February 29, 2008
11XX	Option I	March 1, 2008 – February 28, 2009
12XX	Option II	March 1, 2009 – February 28, 2010
43XX	Option III	March 1, 2010 – February 28, 2011
44XX	Option IV	March 1, 2011 – February 29, 2012
ODC:		
30XX	Base	March 1, 2007 – February 29, 2008
31XX	Option I	March 1, 2008 – February 28, 2009
32XX	Option II	March 1, 2009 – February 28, 2010
63XX	Option III	March 1, 2010 – February 28, 2011
64XX	Option IV	March 1, 2011 – February 29, 2012

(5) Funding for each CLIN will be added at the SubCLIN (SLIN) level.

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(6) Any support after 1 April 2009 is contingent upon the exercise of the award term option under the basic contract.

(7) The Ceiling Value of this Task Order is as follows:

CLIN	Period of Performance	Dates of Performance	Total Value of CLINs during Period of Performance
Services:			
10XX	Base	March 1, 2007 – February 29, 2008	\$686,499.56
11XX	Option I	March 1, 2008 – February 28, 2009	\$710,527.05
12XX	Option II	March 1, 2009 – February 28, 2010	\$735,395.50
43XX	Option III	March 1, 2010 – February 28, 2011	\$761,134.34
44XX	Option IV	March 1, 2011 – February 29, 2012	\$787,774.04
		Subtotal of Services:	\$3,681,330.49
ODC:			
30XX	Base	March 1, 2007 – February 29, 2008	\$73,301.76
31XX	Option I	March 1, 2008 – February 28, 2009	\$77,103.91
32XX	Option II	March 1, 2009 – February 28, 2010	\$81,085.76
63XX	Option III	March 1, 2010 – February 28, 2011	\$85,255.78
64XX	Option IV	March 1, 2011 – February 29, 2012	\$88,342.00
		Subtotal of ODC:	\$405,089.21
		Grand Total of Services & ODC:	\$4,086,419.70

(8) A DD254 is required for performance on classified tasking. Until a DD254 has been executed for this Task Order, the Contractor is NOT authorized access to any classified information. The Contractor is responsible for adherence to all required security measures to protect classified information.

(9) Funding is NOT available for the entire task order award. Contractor is not authorized to commence effort until funding is provided for the applicable tasks. The Capacity Increase CLINs (1002, 3002) remain as unexercised option during the Base Period of Performance.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Note: All the provisions and clauses of Section C of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

C-1 Statement of Work (SOW)

STATEMENT OF WORK FOR NAVY Advanced Medium Range Air-to-Air Missile (AMRAAM) PROGRAM OFFICE, (PMA-259) – Eglin AFB, Florida

1.0 Introduction

The AMRAAM program is a mature, major defense acquisition (ACAT 1C) program that has successfully passed its full rate production acquisition milestone (DAB111B). AMRAAM is a joint service program with the Air Force as the executive service and US Navy as the participating service. Under the auspices of PMA 259, the Navy AMRAAM program office (PMA 259M) is co-located with the Air Force program office at Eglin AFB, Florida and is integrated into all group activities and program decisions. AMRAAM is the latest generation, all-weather, all-environment radar guided air-to-air missile. It achieved Initial Operational Capability with the Navy in 1993. The AMRAAM is continually evolving with innovations that provide critical warfighter capabilities as new threats emerge and as technology becomes available to support upgrades. The Navy teams provide program management support for the acquisition, technical management and life cycle support of AMRAAM and its derivatives.

The contractor shall provide the required levels of experience and qualifications in program/project administration; integral and technical, financial, acquisition, configuration, production and administrative. This Statement of Work (SOW) includes essential services for the technical execution of program/project management required by the Navy AMRAAM program office. Where applicable, the contractor shall utilize SAP Sigma, CCAR's and OPOM in the performance of this SOW. No item in this SOW shall be used to procure any services, which are inherently governmental services or personal services. Acquisition experience in a major joint service weapons system program is desirable.

2.0 Scope of Work

This is a Performance-Based, Cost-Plus-Fixed Fee (CPFF) task order. The efforts to be provided are defined and outlined below for tracking and billing purposes.

3.0 Requirements

The Statement of Work for this contract is laid out in paragraph format in CLIN order to facilitate tracking and task identification.

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3.1 Weapons Procurement, Navy (WPN):

The contractor shall provide support to the following detailed tasks to assist in the overall execution of the Advanced Medium Range Air-to-Air Missile (AMRAAM) Program, and AMRAAM missile variants by independently performing the following tasks:

a. The Contractor shall assist in the identification and coordination of service unique requirements within the acquisition commands, field support activities, and Program Management Staff.

b. Provide assistance in the development of acquisition plans and procurement documentation for system components.

c. Provide system integration and testing support for operational commands, All-Up-Round (AUR) Fleet Assessment Program, and other support facilities to assure Service requirements are met.

d. Provide technical analysis in preparing, reviewing, coordinating and verifying congruency of DOD 5000 series acquisition documentation to support inter- and intra- service programs during each of the acquisition phases.

e. Support Total Ownership Cost avoidance initiatives by supporting business practice reengineering efforts, assisting in the development and execution of teaming with industry and providing support in the joint government/industry development of statement of contents, definition of tasks, and assisting in the Review, Discuss, Concur processes.

f. Provide assistance in an advisory capacity in AMRAAM/Variant Systems program management/systems engineering meetings, reviews, and conferences involving acquisition related issues.

g. Provide conferencing support by assisting in the preparation of briefing materials and coordinating and scheduling Videoconferences as required.

h. Provide technical assistance and support to ensure the AMRAAM/Variant systems comply with DOD and service unique directives while pursuing acquisition reform initiatives.

i. Identify, develop, coordinate and provide technical and management briefing material for presentation to the Program Executive Officer (PEO), OPNAV sponsor and NAVAIR.

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j. Assist in the preparation of responses to tasks as required.

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k. Assist in the development of draft Airtasks/ Work Unit Assignments for Navy field activity tasking.

.

l. Review and monitor field activity prepared technical management and systems engineering documentation.

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m. Review and monitor field activity accomplishments by reviewing program plans and management status reports.

.

n. Utilize the Comprehensive Cost and Requirements System (CCRS) to review and provide comments on Class I and II Engineering Change Proposals (ECP's), and Requests for Deviation/ Waiver (RDW's) utilizing conventional and Multi-Use Engineering Change Proposal Automated Review System (MEARS) and safety reports.

.

o. Provide findings, comments, recommendations, and rationale for the following: product baseline impact, test and integration requirements, cost and funding relative to production and retrofit, time phase schedules for application, support and test equipment impact, launcher/equipment.

.

p. Review technical data for compliance with service unique program requirements.

.

q. Provide technical assistance in the planning, development, acquisition and maintenance of program documentation required in support of AMRAAM/Variant Systems.

.

The contractor shall assist in the basic design engineering support services necessary to evolve detailed design disclosures for AMRAAM/Variant systems that are essential to meet specific military operational requirements by independently performing the following tasks:

.

r. Investigate design deficiencies, accumulate and track problems, provide suggestions on improvements, and provide solutions to problems.

.

s. Review and provide recommendations for AMRAAM/Variants Human Systems Integration Plans (HSIP's), all other human factors, and human integration program documentation for impacts on AMRAAM/Variants supportability.

.

t. Review new design development alternatives and make recommendations based on findings.

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.
u. Prepare project plans with accompanying rationale and justifications via CCRS to execute required actions.

.
v. Perform life cycle engineering analysis for Reliability, Availability and Maintainability predictions.

.
The contractor shall assist in systems engineering support services by independently performing the following tasks:

.
w. Review new systems requirements identified by approved System Change Request forms.

.
x. Based on Government approved level-of-complexity, the contractor shall prepare draft documentation in accordance with the AMRAAM/Variant Systems release schedule.

.
y. The contractor shall review and provide input to new or revisions to the various system performance specifications generated within the AMRAAM/Variant program.

.
z. Review environmental documents for supportability impacts including the Programmatic Environmental Analysis.

.
aa. Recommend appropriate actions for program compliance with the National Environmental Policy Act (NEPA) and DoD and Navy directives.

.
bb. Review and provide recommendations for systems engineering related AMRAAM/Variant Systems integration documentation, test plans, and test reports.

.
cc. Support weapon system and aircraft integration activities and assist in initial fielding of weapon system.

.
dd. Provide risk assessments on integration efforts and support the prime contractor in performance of AMRAAM/Aircraft integration activities.

.
ee. Review and provide comments on hardware specifications, drawings and other engineering data as required to support all phases of systems engineering and Test and Evaluation (T&E) and platform integration of AMRAAM/Variant Systems.

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.
ff. Provide technical assessments of Pre-Planned Products Improvements (P3I) planning documentation and data with regard to cost, schedule, performance and life cycle supportability impacts along with the associated risk.

.
gg. Provide system safety assessments and support Weapon System Explosive Safety Review Board activities.

.
The contractor shall provide support to perform independent technical analysis of systems engineering functions in performance, of cost-effectiveness, affordability and inventory analysis of AMRAAM/Variant System programs by independently performing the following tasks:

.
hh. Provide exploratory cost and affordability analyses in support of the definition and assessment of AMRAAM/Variant Systems development options, acquisition strategies, and inventory requirements.

.
ii. Support the development of Cost and Operational Effectiveness Analyses (COEA's) for AMRAAM/Variant System programs.

.
jj. Provide support as requested for review of COEA's performed by other organizations.

.
kk. Perform Collection, Analysis and Verification of Operations and Support Cost.

.
The contractor shall provide product assurance support services by independently performing the following tasks:

.
ll. Participate in hardware and software design reviews and provide recommendations for corrective actions and comments as to discrepancies or problem areas along with supporting rationale.

.
mm. The contractor shall support Functional Qualification Testing, Test Readiness Reviews, and Functional Configuration Audits.

.
nn. Review and analyze Quality Deficiency Reports (QDR's), for support impacts, extract data and develop draft recommended actions report.

.
The contractor shall perform tasks under the area of data/configuration management support services by

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independently performing the following tasks:

.
oo. Support the preparation of Government Configuration Management Plans (CMP's) and the review of contractor and field activity generated CMP's.

.
pp. Review and provide recommendations and comments on CM Statements of Work.

.
qq. Provide support for the coordination of the functional and physical auditing of all configuration items and their related documentation to verify their compliance to specifications, interface control documents, and other contractual requirements.

.
rr. Support, coordinate, and implement systems for data review.

.
ss. Evaluate contractor data deliveries and evaluate consistency of engineering management requirements with program schedules.

.
tt. Support the AMRAAM configuration management process by coordinating configuration control boards (CCB), ensuring appropriate coordination of ECP's, and documenting results of CCB chairman decisions.

.
The contractor shall provide production related technical support services by independently performing the following tasks:

.
uu. Assist in the application and coordination of production related service unique requirements within the acquisition commands, field support activities, and Program Management Staff.

.
vv. Perform variance analysis and cost performance reporting.

.
ww. Provide inputs and generate resource documents via SAP/SIGMA.

.
xx. Provide assistance in the development of acquisition plans, acquisition strategies, and procurement documentation for system components.

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yy. Access and utilize SAP/SIGMA, OPOM and CCAR's programs.

.

zz. Identify, develop, coordinate and provide production oriented briefing material for presentation to the Program Manager, Program Executive Officer, OPNAV sponsor and NAVAIR.

.

aaa. Assist in the preparation of responses to tasks as required.

.

bbb. Assist in the development of Airtasks/Work Unit Assignments and Agreements for Navy field activity tasking.

.

ccc. Review field activity accomplishments by evaluating program plans and management status reports.

.

ddd. Update Ordnance Program Optimization Model (OPOM) elements as required to reflect current program requirements.

.

eee. Maintain and update production related program information and assist in the preparation of Program Office responses to data calls and other required submissions.

.

The contractor shall provide the system analysis of engineering interfaces for AMRAAM and its variants with each of the designated launch platforms as listed in the Commodity Listing.

.

.

3.2 Foreign Military Sales (FMS) USAF. The contractor shall provide support to the following detailed tasks:

.

a. Provide technical support in preparation for and during site surveys for FMS customers to include preliminary research, in-country fact finding and documentation.

.

b. Provide financial analyses of FMS programs and track case commitments, obligations, and expenditures using a financial accounting system that is compatible with STARS, Management Information System International Logistics (MISIL), and Defense Integrated Financial System (DIFS). Provide recommendations for the resolution of problems.

.

c. The contractor shall independently provide the system analysis of engineering interfaces for AMRAAM and its variants with each of the designated launch platforms as listed in the Commodity Listing.

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3.3 Technical Data.

The contractor shall provide monthly progress report detailing the status of work accomplished for each project or TDL with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, item CDRL B001. Access to Secret Internet Protocol Network (SIPRNET) facilities/equipment located at Eglin AFB, Florida will be provided to eligible contractor employees as required

The contractor shall provide technical data in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, item CDRL C001. Access to Secret Internet Protocol Network (SIPRNET) facilities/equipment located at Eglin AFB, Florida will be provided to eligible contractor employees as required

3.4 OPSEC Program to be furnished under this item will be furnished pursuant to the requirements herein:

a. The contractor is required to provide OPSEC protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined in Title 15, United States Code, Section 278g-3(d) (4). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The contractor will apply and use Distribution Statements following the provisions SECNAVINST 5510.36. In order to meet this requirement, the contractor shall develop, implement and maintain a facility level noted in Attachment 1, DD254, to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a contractor's or subcontractor's facilities during performance of this contract. The contractor's OPSEC program is to be described in a facility level OPSEC planning document. The contractor will submit only one draft OPSEC plan, applicable collectively to this agreement and to each delivery order placed hereunder, within 90 days of receiving the first delivery order. The contractor will submit the draft document in MS Word 6.0 (or later) format on floppy or compact disk to the government (AIR-7.4.4) for approval.

b. The contractor is responsible for subcontractor implementation of OPSEC requirements for this contract.

SECURITY

SECURITY CLASSIFICATION: The highest level of security for this effort is SECRET. Please refer to attachment form DD 254.

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3.5 Requirements.

.
The contractor shall provide the support services, materials, and travel to manage and to perform tasks contained within this task order. NMCI: computer resources will be acquired in accordance with Clause H-3 of the basic contract. ODC: the COR/TOM approval shall be obtained prior to the purchase of any material or travel expenses. All material purchased by the contractor will become the property of the Federal Government. Travel will be reimbursed at cost in accordance with the Joint Travel Regulation.
. .

.
4.0 Government-Furnished Property.

.
All Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this contract.
. .

.
5.0 Place of Performance.

.
The services to be performed herein shall be performed at Eglin AFB, FL and local Contractor Facilities.
. .

.
6.0 Performance Metrics.

.
The work here shall be performance based. An evaluation and reporting process is provided in Section H – SPECIAL CONTRACT REQUIREMENTS, Task Order Clause H-5. SEE EXHIBIT B – PERFORMANCE MATRIX AND STANDARDS DEFINITIONS.
. .

C-2 LABOR QUALIFICATIONS KEY: The following are desired experience and educational standards identified by the Government for the respective labor categories.

Senior Acquisition Manager

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a. Education: This position requires a Bachelor's degree from an accredited college or university. Once the experience requirements of paragraph (b) are met, eight additional years of experience relating to acquisition program management, analysis, and planning can substitute for the Bachelor's degree.

b. Experience: This position requires minimum of three years of recent experience relating to the solution of complex technical problems and acquisition management support directly related to acquisition services and technical analysis of a major DOD weapon system. Experience must include specific disciplines such as work in developing program controls and management procedures. Experience in the supervision, direction, review and coordination of the work performed by five or more people is required. A working knowledge and certification of training in SAP/SIGMA, OPOM, and CCAR's is desirable.

Senior Systems Engineer

a. Education: This position requires a Bachelor's degree in engineering, operations research, physics, computer science, mathematics or a related technical field from an accredited college or university. Once the experience requirements of paragraph (b) below are met, eight additional years of experience relating to engineering or technical analyses may be substituted for the Bachelor's degree in this labor category.

b. Experience: This position requires a minimum of eight years of recent work experience in a responsible engineering position. Experience must include solving engineering management and technical problems of a scope and complexity exhibited through such tasks as technical analyses, data/configuration management, and budget management. Familiarity with formulating programs, experience in supervising/coordinating the work of functional specialist and knowledge of military standards and specifications is required. Experience and training in CCARS functions as they relate to project plan development and the processing of ECP's is desirable.

Program Analyst

a. Education: This position requires a Bachelor's from an accredited college or university. Once the experience requirements of paragraph (b) below are met, eight additional years of experience directly relating to budget/Foreign Military Sales program analysis can substitute for the Bachelor's degree in this labor category.

b. Experience: This position requires a minimum of six years of recent work experience related to analysis and planning. Experience must include complex budget and/or Foreign Military Sales programs, system acquisition or life cycle logistics of systems and equipment. Familiarity with the modules within SAP/SIGMA, OPOM and CCAR's is desirable.

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SECTION D PACKAGING AND MARKING

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

.

The ship to address for all deliverable is as follows:

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Naval Air Systems Command

Advanced Medium Range Air-to-Air Missile Program (PMA-259M)

Bldg 349, 207 W. D. Avenue

Eglin AFB, FL 32542-6844

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Ship to DODAAC: N00019

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SECTION E INSPECTION AND ACCEPTANCE

Note: All the provisions and clauses of Section E of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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

Supplies/Services will be inspected/accepted at:

CLINs	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	ACCEPTANCE BY
1000	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1100	Destination	Government	Destination	Government
1101	Destination	Government	Destination	Government
1102	Destination	Government	Destination	Government
1103	Destination	Government	Destination	Government
1104	Destination	Government	Destination	Government
1105	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1202	Destination	Government	Destination	Government
1203	Destination	Government	Destination	Government
1204	Destination	Government	Destination	Government
1205	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3100	Destination	Government	Destination	Government
3101	Destination	Government	Destination	Government
3102	Destination	Government	Destination	Government

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3200	Destination	Government	Destination	Government
3201	Destination	Government	Destination	Government
3202	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4302	Destination	Government	Destination	Government
4303	Destination	Government	Destination	Government
4304	Destination	Government	Destination	Government
4305	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4401	Destination	Government	Destination	Government
4402	Destination	Government	Destination	Government
4403	Destination	Government	Destination	Government
4404	Destination	Government	Destination	Government
4405	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6301	Destination	Government	Destination	Government
6302	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
6401	Destination	Government	Destination	Government
6402	Destination	Government	Destination	Government

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (JUL 1998) (NAVAIR)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b)

Name: Kevin Meagher

Email: Kevin.Meagher@EGLIN.AF.MIL

Activity: PMA-259ML

Address:

328 ARSG/Navy

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207 West D Ave, Suite 626

Eglin AFB FL 32542

Phone: 850-883-0187 DSN: 875

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

.

Note: Regarding 5252.246-9529, at paragraph (c), contractor's representative is defined as an employee of the contractor, who is not employed in the daily performance of the contract task order, and is visiting the Government work site for purposes of contract surveillance of work performed by the employees of the prime and subcontractor(s) on a specific task order.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

.

CLINs	Period of Performance
1000	3/1/2007 – 2/29/2008
1001	3/1/2007 – 2/29/2008
1002	3/1/2007 – 2/29/2008
1003	3/1/2007 – 2/29/2008
1004	3/1/2007 – 2/29/2008
1005	3/1/2007 – 2/29/2008
3000	3/1/2007 – 2/29/2008
3001	3/1/2007 – 2/29/2008
3002	3/1/2007 – 2/29/2008

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.

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

.

CLINs	Period of Performance
1100	3/1/2008 – 2/28/2009
1101	3/1/2008 – 2/28/2009
1102	3/1/2008 – 2/28/2009
1103	3/1/2008 – 2/28/2009
1104	3/1/2008 – 2/28/2009
1105	3/1/2008 – 2/28/2009
3100	3/1/2008 – 2/28/2009
3101	3/1/2008 – 2/28/2009
3102	3/1/2008 – 2/28/2009
1200	3/1/2009 – 2/28/2010

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1201	3/1/2009 – 2/28/2010
1202	3/1/2009 – 2/28/2010
1203	3/1/2009 – 2/28/2010
1204	3/1/2009 – 2/28/2010
1205	3/1/2009 – 2/28/2010
3200	3/1/2009 – 2/28/2010
3201	3/1/2009 – 2/28/2010
3202	3/1/2009 – 2/28/2010
4300	3/1/2010 – 2/28/2011
4301	3/1/2010 – 2/28/2011
4302	3/1/2010 – 2/28/2011
4303	3/1/2010 – 2/28/2011
4304	3/1/2010 – 2/28/2011
4305	3/1/2010 – 2/28/2011
6300	3/1/2010 – 2/28/2011
6301	3/1/2010 – 2/28/2011
6302	3/1/2010 – 2/28/2011
4400	3/1/2011 – 2/29/2012
4401	3/1/2011 – 2/29/2012
4402	3/1/2011 – 2/29/2012
4403	3/1/2011 – 2/29/2012
4404	3/1/2011 – 2/29/2012
4405	3/1/2011 – 2/29/2012
6400	3/1/2011 – 2/29/2012
6401	3/1/2011 – 2/29/2012
6402	3/1/2011 – 2/29/2012

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, B001 and C001, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

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(1) PCO, Naval Air Systems Command (AIR 2.5.1.8)

21983 Bundy Road

Bldg 441

Patuxent River, MD 20670

(2) ACO, Code_____.

SEE: BLOCK 6, ADMINISTERED BY, ON COVER SHEET OF TASK ORDER

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

PROGRAM OFFICE, PMA-259

NAVAL AIR SYSTEMS COMMAND

BLDG 349, 207 WEST D. AVENUE

EGLIN AFB, FL 32542-6844

TOM: KEVIN MEAGHER

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PHONE: 850-883-0191

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SECTION G CONTRACT ADMINISTRATION DATA

Note: All the provisions and clauses of Section G of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR) (JUNE 2006)

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(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

.

(e) Informational SLINs, e.g. 000101, are as follows:

SEE ACCOUNTING DATA.

.

(f) Additional special payment instructions: N/A

.

.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (NOV 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

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<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:	Cost Voucher
Issuing Office DODAAC:	N00421
Admin Office DODAAC:	Q99582
Inspector DODAAC (if applicable):	S511A
Ship To DODAAC (for Combo),	N/A
Service Acceptor DODAAC (for 2 in 1),	N/A
Service Approver DODAAC (for Final Cost Voucher)	S511A
Local Processing Office (LPO –if applicable):	N/A
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA210
Paying Office DODAAC:	HQ0338

(c) 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) 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: Kevin Meagher

Email: Kevin.Meagher@EGLIN.AF.MIL

Activity: PMA-259ML

Address:

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328 ARSG/Navy

207 West D Ave, Suite 626

Eglin AFB FL 32542

Phone: 850-883-0187 DSN: 875

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 38,400 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 147.7 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and

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conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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(End of Clause)

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Kevin Meagher

Email: Kevin.Meagher@EGLIN.AF.MIL

Activity: PMA-259ML

Address:

328 ARSG/Navy

207 West D Ave, Suite 626

Eglin AFB FL 32542

Phone: 850-883-0187 DSN: 875

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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

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

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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:

ESTIMATED

ITEM (S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
1000	\$573,166	\$34,390	3/1/07 - 2/29/08
1001	\$15,598	\$936	9/1/07 - 2/29/08
1100	\$593,227	\$35,594	3/1/08-2/28/09
3000	\$66,638	n/a	3/1/07-2/29/08
3100	\$70,094	n/a	3/1/08-2/28/09
1200	\$613,990	\$36,839	3/1/09-2/28/10
3200	\$73,714	n/a	3/1/09-2/28/10
4300	\$635,369.62	\$38,122.38	3/1/10-2/28/11
6300	\$77,508	n/a	3/1/10-2/28/11

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

(c) CLINs/SLINs 1000, 1001, 3000 and 6300 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

It is estimated that these incremental funds will provide for the following hours:

SEE TASK ORDER CEILING SPREADSHEET FOR THIS INFORMATION.

The following details show funding to date:

Action	Funds Obligated This Action	Total Funds Obligated	Total Contract Value (base and exercised options value)
Award	\$674,194.00	\$674,194.00	\$690,728.00
Mod 01	\$0.00	\$0.00	\$690,728.00
Mod 02	\$16,534.00	\$690,728.00	\$690,728.00
Mod 03	\$698,915.00	\$1,389,643.00	\$1,406,756.00
Mod 04	\$724,543.00	\$2,114,186.00	\$2,149,011.00
Mod 05	\$751,000.00	\$2,865,186.00	\$2,918,460.00

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Accounting Data

SLINID	PR Number	Amount
100001	0010208073	607556.00
LLA :		
AA 1771507 J2GB 251 00019 0 050119 2D 000000 PMA259B114E1		
CIN: 001020807300001		
300001	0010208073	66638.00
LLA :		
AA 1771507 J2GB 251 00019 0 050119 2D 000000 PMA259B114E1		
CIN: 001020807300001		

BASE Funding 674194.00
Cumulative Funding 674194.00

MOD 02

100101	0010228018	787.34
LLA :		
AB 97X118242 0002 4FX 4721C Y ESIS00 00 000000 000700050300 0F03000		
CIN 001022801800009		
MIPR F1TECS7065G001		
100102	0010228018	787.34
LLA :		
AC 9711X8242 0002 4FX 4721C Q ADSZ00 00 000000 000500050300 0F03000		
CIN 001022801800019		
MIPR F1TECS7065G001		
100103	0010228018	787.34
LLA :		
AD 9711X8242 0002 4FX 4721C Q BINO00 00 000000 000400050300 0F03000		
CIN 001022801800012		
MIPR F1TECS7065G001		
100104	0010228018	787.34
LLA :		
AE 9711X8242 0002 4FX 4721C Q BRTW00 00 000000 000500050300 0F03000		
CIN 001022801800020		
MIPR F1TECS7065G001		
100105	0010228018	787.34
LLA :		
AF 9711X8242 0002 4FX 4721C S AASN00 00 000000 001000050300 0F03000		
CIN 001022801800016		
MIPR F1TECS7065G001		
100106	0010228018	787.34
LLA :		
AG 9711X8242 0002 4FX 4721C S ACPL00 00 000000 008600050300 0F03000		
CIN 001022801800014		
MIPR F1TECS7065G001		
100107	0010228018	787.34
LLA :		
AH 9711X8242 0002 4FX 4721C S GBCI00 00 000000 006100050300 0F03000		
CIN 001022801800006		
MIPR F1TECS7065G001		
100108	0010228018	787.34
LLA :		
AJ 9711X8242 0002 4FX 4721C S IRKS00 00 000000 000400050300 0F03000		
CIN 001022801800011		
MIPR F1TECS7065G001		

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100109 0010228018 787.34
LLA :
AK 9711X8242 0002 4FX 4721C Y ABAE00 00 000000 002700050300 0F03000
CIN 001022801800001
MIPR F1TECS7065G001

100110 0010228018 787.34
LLA :
AL 9711X8242 0002 4FX 4721C Y ABEZ00 00 000000 000900050300 0F03000
CIN 001022801800007
MIPR F1TECS7065G001

100111 0010228018 787.34
LLA :
AM 9711X8242 0002 4FX 4721C Y ACHU00 00 000000 001000050300 0F03000
CIN 001022801800008
MIPR F1TECS7065G001

100112 0010228018 787.34
LLA :
AN 9711X8242 0002 4FX 4721C Y AECN00 00 000000 000900050300 0F03000
CIN 001022801800005
MIPR F1TECS7065G001

100113 0010228018 787.34
LLA :
AP 9711X8242 0002 4FX 4721C Y BDMF00 00 000000 001000050300 0F03000
CIN 001022801800017
MIPR F1TECS7065G001

100114 0010228018 787.34
LLA :
AQ 9711X8242 0002 4FX 4721C Y BIBA00 00 000000 000500050300 0F03000
CIN 001022801800003
MIPR F1TECS7065G001

100115 0010228018 787.34
LLA :
AR 9711X8242 0002 4FX 4721C Y EIMU00 00 000000 000900050300 0F03000
CIN 001022801800013
MIPR F1TECS7065G001

100116 0010228018 787.34
LLA :
AS 9711X8242 0002 4FX 4721C Y JDJO00 00 000000 000900050300 0F03000
CIN 001022801800010
MIPR F1TECS7065G001

100117 0010228018 787.34
LLA :
AT 9711X8242 0002 4FX 4721C Y KXAT00 00 000000 001800050300 0F03000
CIN 001022801800002
MIPR F1TECS7065G001

100118 0010228018 787.34
LLA :
AU 9711X8242 0002 4FX 4721C Y PYSR00 00 000000 000600050300 0F03000
CIN 001022801800015
MIPR F1TECS7065G001

100119 0010228018 787.34
LLA :
AV 9711X8242 0002 4FX 4722C Y CDBE00 00 000000 001600050300 0F03000
CIN 001022801800004
MIPR F1TECS7065G001

100120 0010228018 787.34
LLA :
AW 9711X8242 0002 4FX 4722C Y CDSW00 00 000000 001200050300 0F03000
CIN 001022801800018
MIPR F1TECS7065G001

100121 0010228018 787.20
LLA :
AX 9711X8242 0002 4FX 4721C Q BVUK00 00 000000 000400050300 0F03000
CIN 001022801800021
MIPR F1TECS7065G001

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MOD 02 Funding 16534.00
Cumulative Funding 690728.00

MOD 03

110001 1300098711 628821.00
LLA :
AY 1781507 J2GB 251 00019 0 050120 2D 000000 HQ018PR03112
CIN 130009871100001

310001 1300098711 70094.00
LLA :
AY 1781507 J2GB 251 00019 0 050120 2D 000000 HQ018PR03112
CIN 130009871100001

MOD 03 Funding 698915.00
Cumulative Funding 1389643.00

MOD 04

120001 1300120176 650829.00
LLA :
AZ 1791507 J2GB 251 00019 0 050120 2D 000000 A00000116223
CIN 130012017600001

320001 1300120176 73714.00
LLA :
AZ 1791507 J2GB 251 00019 0 050120 2D 000000 A00000116223
CIN 130012017600001

MOD 04 Funding 724543.00
Cumulative Funding 2114186.00

MOD 05

430001 1300141628 673492.00
LLA :
BA 1701507 J2GB 251 00019 0 050120 2D 000000 A00000339149
CIN 130014162800001

630001 1300141628 77508.00
LLA :
BA 1701507 J2GB 251 00019 0 050120 2D 000000 A00000339149
CIN 130014162800001

MOD 05 Funding 751000.00
Cumulative Funding 2865186.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the provisions and clauses of Section H of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Task Order Clause H-1 COMPRESSED WORK SCHEDULE (CWS)

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

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

(c)The Contractor awarded this contract, with agreement by the COR, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.H-16

(End of Clause)

Task Order Clause H-2 NON-REFUNDABLE AIRLINE TICKETS

(a)To the maximum extent possible, the contractor is encouraged to take advantage of savings available with the purchase of non-refundable airline tickets. The contractor is encouraged to review travel requirements against the following criteria to determine whether non-refundable tickets are economically advantageous for the particular travel situation:

- (1) The certainty that the proposed trip will take place as planned and not cancelled or rescheduled;
- (2) How often the ticketed passenger/employee travels (i.e., if this trip is canceled, can the non-refundable ticket be shortly reapplied to another trip/ticket);
- (3) The price differential between the non-refundable and refundable ticket as compared to the chances for its successful usage; including any company provided per diem for Saturday night stay-overs consistent with airline pricing procedures;
- (4) The disclosed policy of specific company regarding travel reimbursement.

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(b) Should the traveler's company experience a minimum number of situations (and a minimum proportion of the total trips) where the non-refundable ticket will not be usable, and the above criteria were followed in a prudent manner in purchasing the ticket, the Government will reimburse the company for the expense.

(c) This policy will only be in effect as long as a monetary benefit can be shown to the Government in the prudent use of non-refundable airline tickets. It is anticipated that due to the large volume of travel on the contract there will be an overriding benefit to the Government to pay for an occasional unusable non-refundable tickets in realizing substantial airline cost savings across the majority of trips that do proceed as planned.

(d) If the contractor is intending to utilize airline travel in fulfillment of a task order, the costs associated shall be provided to the Contracting Officer's Representative for the specific task order disclosing the information covered in paragraphs (a) (1) through (4). The Contracting Officer's Representative will ensure sufficient funding is available on the Task Order prior to travel being authorized and expenses incurred.

(End of Clause)

Task Order Clause H-3 TELECOMMUTING

(a) For telecommuting to be authorized under a specific task order the following must be in place with the contractor:

(1) Written company policy for Telecommuting covering all terms and conditions, to include but not limited to:

Written agreement between company and employee;

Work Site of Telecommute;

Time and Attendance; Work Performance; Overtime;

Security and Equipment;

Liability and Injury Compensation; Standards of Conduct; Mileage Savings; and Length of Agreement

(2) Proposed definitive amount of work or level of effort to be accomplished.

(3) Guaranteed savings to the Government if authorized to Telecommute on specific Task Order.

(4) Measures in place to ensure project will be on schedule and auditable for reimbursement.

(5) Access to NMCI, if access is required for performance.

(b) In task order proposal, if telecommuting is planned, paragraphs (a) (1) through (5) must be addressed.

(c) If telecommuting is authorized it must be stated in the issued Task Order document.

(d) If telecommuting is requested after a task order has been placed, paragraphs (a) (1) through (5) must be addressed in the contractor's request for telecommuting. The Contracting Officer's and the Contracting Officer's Representative's concurrence is required if telecommuting is requested after a task order has been placed.

(e) However, the Government reserves the right to prohibit telecommuting on any task order where the Government determines it to be in its best interest.

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(End of Clause)

TASK ORDER CLAUSE H-4 INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE

(a) The task order includes an option per period of performance for an increase in capacity not to exceed 10% (ten percent) within the period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.

(b) The use of this option does not provide an extension to the length of time for period of performance.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance at least 7 days before the exercise of the option.

(e) At the time of the exercise of the option for increase capacity within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure.

TASK ORDER CLAUSE H-5 PERFORMANCE BASED EVALUATION

1.1 Surveillance. During the base period the contractor's performance will be evaluated twice. The first evaluation will occur 90 days after contract award and the second evaluation will occur at the end of the base period of performance. During option years, if exercised, the contractor will be rated biannually.

1.2 Acceptable Quality Level. Evaluations shall be conducted as established in the Services Contractor Performance Assessment Reporting System (CPARS). A grade of satisfactory is assigned when the contractor is meeting the requirements of the contract or has only minor problems with an effective recovery plan and does not require any comments. Grades assigned above and below satisfactory will require comments. Minimum acceptable quality level is all grades Satisfactory or above, except for Cost which must be at least Very Good. To obtain a grade above Satisfactory, the grading criterion requires that the contractor's performance "meet contractual requirements and

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exceeds some to the Government's benefit." As such the contractor is strongly encouraged to submit a monthly performance report, which as a minimum identifies areas the contractor feels they have provided the Government with additional "benefit." See Exhibit (B) for Cost grading.

1.3 Incentives. As a CPAR, all grades after the 90-day contract award will be input into the CPAR database. This will provide the CPAR to document the contractor's performance. Should the contractor's last two CPARs be graded as Exceptional in all but two areas, which must be rated no lower than Very Good, the contractor's next option will likely be exercised. If three or more categories are rated as less than exceptional, the option year may or may not be exercised at the discretion of the Government.

1.4 Performance Metrics. The Performance Metrics established for Deliverables under this contract are contained in Exhibit B. Assessment of the Services provided under this contract shall be in accordance with the CPARS for Services. Information on the CPARS assessment criteria may be found in the Department of Navy Contractor Performance Assessment Reporting System (CPARS) Guide. The guide is available for public access on the CPARS website at <http://www.cpars.navy.mil/>. The contractor shall be measured on all applicable areas of the contract performance, as a minimum, the contractor will be rated in Quality of Product or Service, Cost, Schedule and Management of Key Personnel.

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 [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] 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).

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

(e) Contracting restrictions.

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

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

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

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government’s interests. Contractor agrees

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to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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

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

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

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

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

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

(3) the dollar amount;

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(4) the period of performance; and

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

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

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

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

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5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

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H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of Section I of the Basic Seaport-E Multiple Award Contract apply to this task order, unless otherwise specified in the task order.

FIXED FEE (52.216-8) (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

52.217-8 -- Option to Extend Services.

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

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(a) The Government may extend the term of this contract by written notice to the Contractor within on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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(End of Clause)

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	PAGE COUNT	DATE
Exhibit A	Contract Data Requirements List, B001, C001	2	2/20/07
Exhibit A, Enclosure 1	Data Item Description, DI-MGMT-8093A	2	11/1/2006
Exhibit B	Cost Grading Performance Matrix	2	11/1/2006
Attachment J3	Task Order Manager (TOM) Appointment Letter	5	02/24/2009
Attachment J4	Alternate TOM Manager (ATOM) Appointment Letter	n/a	n/a
Attachment J5	List of Services/Supplies for Clause 5252.209-9510 Organizational Conflicts of Interest	2	11/1/06
Attachment J6	DD254 Department of Defense Contract Security Classification Specification	2	2/27/07
Attachment J6, Enclosure 1	Chapter 3, Exemptions to DoD 54007.7-R	12	11/1/06
Attachment J6, Enclosure 2	Chapter 4 For Official Use Only of DoD 54007.7-R	5	11/1/06
Attachment J6, Enclosure 3	Memorandum 3800 AIR-4.10 dtd 1 June 1999, Policy Governing Release of Intelligence to Contracors	3	11/1/06
Attachment J6, Enclosure 4	Applying OPSEC to U.S. Government Contracts	50	11/1/06
Attachment J7	Task Order Ceiling Spreadsheet, updated as of Mod 05	n/a	2/9/10