

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 01-Nov-2010	4. REQUISITION/PURCHASE REQ. NO. Various		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 hazel.barnes@navy.mil 301-757-8942	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Systems Technology and Management, Inc. 8229 Boone Blvd., Suite 520 Vienna VA 22182-3822	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4165-M802
CAGE CODE 1NU65	FACILITY CODE 049192649
10B. DATED (SEE ITEM 13) 29-Apr-2010	

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.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b) and FAR 52.217-9
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel L Chambers, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Daniel L Chambers (Signature of Contracting Officer)	16C. DATE SIGNED 01-Nov-2010
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to exercise Option period 1, CLINs 4100, 4102, 5100, and 6100, for the period 01 November 2010 through 31 October 2011. As a result of this modification, the Task Order value is increased by \$4,402,834.74.

As shown by the chart below, a total funding amount of \$1,976,789.04 is allotted under the noted SubCLINs. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total amount of funds obligated to the task is hereby increased by \$1,976,789.04 from \$597,869.70 to \$2,574,658.74.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410001	FMS	0.00	30,000.00	30,000.00
410002	FMS	0.00	20,000.00	20,000.00
410003	FMS	0.00	15,000.00	15,000.00
410004	FMS	0.00	15,000.00	15,000.00
410005	RDT&E	0.00	45,000.00	45,000.00
410006	WPN	0.00	200,000.00	200,000.00
410007	O&MN,N	0.00	20,000.00	20,000.00
410008	PANMC	0.00	158,500.00	158,500.00
410009	PANMC	0.00	73,260.00	73,260.00
410010	WPN	0.00	139,707.00	139,707.00
410011	O&MN,N	0.00	15,000.00	15,000.00
410012	WPN	0.00	100,000.00	100,000.00
410013	RDT&E	0.00	306,636.00	306,636.00
410014	OTHER	0.00	326,000.00	326,000.00
410015	O&MN,N	0.00	20,000.00	20,000.00
410016	O&MN,N	0.00	20,000.00	20,000.00
510001	O&MN,N	0.00	132,471.04	132,471.04
510002	O&MN,N	0.00	20,000.00	20,000.00
610001	RDT&E	0.00	320,215.00	320,215.00

The total value of the order is hereby increased by \$4,045,548.53 from \$1,585,274.07 to \$5,630,822.60.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4100	0.00	3,572,862.13	3,572,862.13
5100	0.00	152,471.04	152,471.04
6100	0.00	320,215.36	320,215.36

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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
4000	Base Period: Services in Accordance with Statement of Work (SOW); Cost-Plus-Fixed-F ee (CPFF) (TBD)	1.0 Lot	██████████	██████████	\$1,352,337.96
400001	Funding in Support of CLIN 4000; SOW Para. 3.2.1; ARM (RDT&E)				
400002	Funding in Support of CLIN 4000; SOW Para. 3.2.2; AARGM (WPN)				
400003	Funding in Support of CLIN 4000; SOW Para. 3.3.1; Rockets (PANMC)				
400004	Funding in Support of CLIN 4000; SOW Para. 3.4.1; CDWS (OTHER)				
400005	Funding in Support of CLIN 4000; SOW Para. 3.4.2; MGA (PANMC)				
400006	Funding in Support of CLIN 4000; SOW Para. 3.4.1; HELLFIRE (WPN)				
400007	Funding in Support of CLIN 4000; SOW Para. 3.6.1; JAGM (RDT&E)				
400008	Funding in Support of CLIN 4000; SOW Para. 3.2.2; AARGM (WPN)				

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400009 Funding in
Support of CLIN
4000; SOW Para.
3.7.2; PRACTICE
BOMBS (PANMC)

400010 Funding in
Support of CLIN
4000; SOW Para.
3.7.2; GP BOMBS
(PANMC)

400011 Funding in
Support of CLIN
4000; SOW Para.
3.8
(FMS Case #CN-P-D
AE)

4001	Base Period: Technical Data in Accordance with SOW. Not Separately Priced (NSP). (TBD)	1.0 Lot	\$0.00	\$0.00	\$0.00
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4002	Base Period: OPSEC Plan (NSP) (TBD)	1.0 Lot	\$0.00	\$0.00	\$0.00
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4100	Option Period 1: Services in Accordance with SOW; CPFF (TBD)	1.0 Lot	 	 	\$3,572,862.13
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410001 Funding in
support of CLIN
4100; SOW Section
3.8, Turkey
(FMS Case #TK-D-N
CU)

410002 Funding in
support of CLIN
4100; SOW Section
3.8, FMS
(FMS Case #MF-P-A
SO)

410003 Funding in
support of CLIN
4100; SOW Section
3.8, FMS
(FMS Case #SP-P-A
NR)

410004 Funding in
support of CLIN
4100; SOW Section
3.8, FMS
(FMS Case #SN-P-A
DE)

410005 Funding in

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support of CLIN
4100; SOW Section
3.2.1, AARGM
(RDT&E)

410006 Funding in
support of CLIN
4100; SOW Section
3.2.2, HARM (WPN)

410007 Funding in
support of CLIN
4100; SOW Section
3.2.3, HARM
(O&MN,N)

410008 Funding in
support of CLIN
4100; SOW Section
3.3.1, Rockets
(PANMC)

410009 Funding in
support of CLIN
4100; SOW Section
3.4.2, MGA
(PANMC)

410010 Funding in
support of CLIN
4100; SOW Section
3.5.1, Hellfire
(WPN)

410011 Funding in
support of CLIN
4100; SOW Section
3.5.2, Hellfire
(O&MN,N)

410012 Funding in
support of CLIN
4100; SOW Section
7.1, Hellfire
(WPN)

410013 Funding in
support of CLIN
4100; SOW Section
3.6.1, JAGM
(RDT&E)

410014 Funding in
support of CLIN
4100; SOW Section
3.7.2, GP Bombs
(OTHER)

410015 Funding in
support of CLIN
4100; SOW Section
3.4.3, Guns
(O&MN,N)

410016 Funding in

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	support of CLIN 4100; SOW Section 3.3.3, Rockets (O&MN,N)				
4101	Option Period 1: Increase Capacity to Support SOW. Refer to Section H, Task Order Clause H-1. (TBD) Option	1.0 Lot	██████████	██████████	\$357,286.21
4102	Option Period 1: Technical Data in Accordance with SOW. NSP (TBD)	1.0 Lot	\$0.00	\$0.00	\$0.00
4200	Option Period 2: Services in Accordance with SOW; CPFF. (TBD) Option	1.0 Lot	██████████	██████████	\$3,605,919.07
4201	Option Period 2: Increase Capacity to Support SOW. Refer to Section H, Task Order Clause H-1. (TBD) Option	1.0 Lot	██████████	██████████	\$360,591.91
4202	Option Period 2: Technical Data in Accordance with SOW. NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4300	Option Period 3: Services in Accordance with SOW; CPFF. (TBD) Option	1.0 Lot	██████████	██████████	\$3,612,050.47
4301	Option Period 3: Increase Capacity to Support SOW. Refer to Section H, Task Order Clause H-1. (TBD) Option	1.0 Lot	██████████	██████████	\$361,205.05
4302	Option Period 3: Technical Data in Accordance with SOW. NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4400	Option Period 4: Services in Accordance with SOW; CPFF. (TBD) Option	1.0 Lot	██████████	██████████	\$3,684,265.09
4401	Option Period 4:	1.0 Lot	██████████	██████████	\$368,426.51

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Increase Capacity
to Support SOW.
Refer to Section
H, Clause H-1.
(TBD)
Option

4402	Option Period 4: Technical Data in Accordance with SOW. NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
4500	Option Period 5: Services in Accordance with SOW; CPPF. (TBD) Option	1.0 Lot	██████████	██████████	\$1,426,723.81
4501	Option Period 5: Increase Capacity to Support SOW. Refer to Section H, Task Order Clause H-1. (TBD) Option	1.0 Lot	██████████	██████████	\$142,672.38
4502	Option Period 5: Technical Data in Accordance with SOW. NSP (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Base Period: Services in Accordance with SOW; Firm-Fixed-Price (FFP) (O&MN,N)	1.0 Lot		\$75,255.70	\$75,255.70
500001	Funding in Support of CLIN 5000; SOW Para. 3.2.3, 3.3.3,3.4.3,3.5.2 (O&MN,N)				
5100	Option Period 1: Services in Accordance with SOW; FFP. (TBD)	1.0 Lot		\$152,471.04	\$152,471.04
510001	Funding in support of CLIN 4100;GUNS (O&MN,N)				
510002	Funding in support of CLIN				

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4100;ROCKETS
(O&MN,N)

5200	Option Period 2: Services in Accordance with SOW; FFP. (TBD) Option	1.0 Lot	\$154,489.47	\$154,489.47
5300	Option Period 3: Services in Accordance with SOW; FFP. (TBD) Option	1.0 Lot	\$156,568.46	\$156,568.46
5400	Option Period 4: Services in Accordance with SOW; FFP. (TBD) Option	1.0 Lot	\$158,709.81	\$158,709.81
5500	Option Period 5: Services in Accordance with SOW; FFP. (TBD) Option	1.0 Lot	\$80,457.70	\$80,457.70

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Base Period: Other Direct Costs (ODCs) in Support of SOW. (TBD)	1.0 Lot	\$157,680.41
600001	Funding in Support of CLIN 6000 (RDT&E)		
600002	Funding in Support of CLIN 6000 (O&MN,N)		
6100	Option Period 1: ODCs in Support of SOW. (TBD)	1.0 Lot	\$320,215.36
610001	Funding in support of CLIN 4100; JAGM (RDT&E)		
6200	Option Period 2: ODCs in Support of SOW. (TBD) Option	1.0 Lot	\$325,221.91
6300	Option Period 3: ODCs in Support of SOW. (TBD) Option	1.0 Lot	\$330,380.48

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6400	Option Period 4: ODCs in Support of SOW. (TBD) Option	1.0 Lot	\$335,691.07
6500	Option Period 5: ODCs in Support of SOW. (TBD) Option	1.0 Lot	\$170,581.91

Clauses specified in Section B of the SeaPort-Enhanced (e) basic contract are incorporated into this order if applicable.

The task order Contracting Officer will unilaterally create informational SubCLINs during performance of this task order to accommodate the multiple type of funds that will be used under this order.

The exercise of option CLINs 4000-6999 is contingent upon the awardee maintaining an active SeaPort-e contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Naval Air Systems Command Direct & Time Sensitive Strike Weapon Systems, PMA-242 Statement of Work

1.0 INTRODUCTION

1.1 The Naval Air Systems Command (NAVAIR) organization to be supported is the NAVAIR Headquarters, Direct & Time Sensitive Strike Weapon Systems Office (PMA-242) co-located at Patuxent River, MD and Huntsville, AL.

1.2 PMA-242 is currently managing a wide variety of ACAT level weapon systems at various stages of their acquisition life cycles in support of the United States Navy and Marine Corps operating forces, other activities of the U.S. Armed Forces foreign allies and Foreign Military Sales (FMS). This Statement of Work (SOW) defines the tasks to support the PMA-242, Direct and Time Sensitive Strike Weapons Programs.

2.0 SCOPE OF WORK

2.1 This is a Performance-Based, Cost-Plus-Fixed-Fee (CPFF) and Firm-Fixed-Price (FFP) type task order. The administrative type tasks are FFP and noted under the O&MN type taskings. All other tasking areas are CPFF. There are multiple Integrated Product Teams and programs that are supported by this contract. The effort to support these programs is outlined below and aligned by fund type for tracking and billing purposes. The contractor shall provide technical support services to the TEAM through all phases of naval aircraft and aviation weapon system acquisition including research, design, development, and engineering; procurement; test and evaluation (T&E); training facilities and equipment; repair and modification; and in-service engineering and logistics support. The contractor shall provide the required levels of experience and qualifications in program/project administration; integral and technical financial, configuration, production, budgeting, requirements, technical, systems engineering, logistics, and administrative support to PMA-242. This SOW includes essential services for the technical execution of program/project administration required by PMA-242. Where applicable, the contractor shall utilize Navy Enterprise Resource Planning (NERP) in the performance of this SOW.

2.2 These support services are required for the following PMA-242 weapon systems: Advanced Anti-Radiation Guided Missile (AARGM), HARM Missile, Joint Air-to-Ground Missile (JAGM), Advanced Precision Kill Weapon System (APKWS), Crew Served Weapons/Common Defense Weapon System (CDWS), Medium Caliber Gun and Ammunition Systems, legacy in-service weapons (Hellfire, Maverick, Tow, Machine Gun Ammunition, Marine Location Markers, Paraflares, Rockets and Launchers), and other weapons assigned to the Program Office. In addition, PMA-242 support shall liaison with PMA-201, Headquarters Marine Corps and OPNAV staff to work parallel efforts to support Conventional Strike Ordnance.

3.0 REQUIREMENTS: This SOW for this Task Order is laid out in paragraph format by fund type to facilitate tracking and task identification. General support requirements will be addressed initially, and then program specific tasks will be stated. The contractor shall perform tasks to support the PMA-242 IPTs in various stages of their acquisition life cycle from development through sustainment.

3.1 General Support Requirements

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3.1.1 **Electronic Capabilities.** The contractor shall maintain the capability to prepare documents and software packages compatible with the Government ADP environment through the security classification of Top Secret. Current environment is as follows:

- Microsoft Windows XP Professional
- Microsoft Project
- Microsoft Outlook 2003
- Microsoft Excel 2003
- Microsoft Word 2003
- Microsoft Power Point 2003
- Adobe Acrobat

3.1.2 **Graphics Capabilities.** The contractor shall assemble, organize, edit print, and distribute technical and programmatic materials for presentations.

3.1.3 **Documentation.** The contractor shall provide technical recommendations for program documentation in accordance with DOD and SECNAV 5000 series.

3.1.4 **Meetings.** When specified by the customer, the contractor shall attend meetings in an advisory capacity to the program office and maintain minutes, which shall include a summary of agenda items, discussions and action items.

3.1.5 **Facilities.** Approximately 95 percent of work will be performed at Government sites (70 percent - Patuxent River, MD; 15 percent – Huntsville, AL; and 10 percent – Washington, DC) and 5 percent of work to be performed at the contractor site. The contractor shall locate and secure conference room facilities with VTC capability for conducting meetings at the classification level of Secret.

3.1.6 **Security.** Only U.S. citizens may perform under this contract. The level of clearance required to perform some tasking under this contract is up to and including Top Secret (TS) Sensitive Compartmented Intelligence (SCI). The Contractor shall locate and secure conference room facilities for conducting meetings at the classification level of Secret at the Patuxent River, MD and Huntsville, AL locations.

3.2 **Anti-Radiation Missile (ARM) Labor:** The High Speed Anti-Radiation Missile (HARM) AGM-88 B/C is a legacy weapon in the sustainment phase of its life cycle. The HARM entered full scale engineering development in 1974, production commenced in 1980 and initial operating capability was achieved in 1984. The HARM is integrated on the F/A-18, EA-6B and the F-16. The Advanced Anti-Radiation Guided Missile (AARGM – AGM-88E) is an Acquisition Category I program that is currently in its system development and demonstration phase. Its mission is to transition the Department of the Navy from Suppression of Enemy Air Defenses (SEAD) to Destruction of Enemy Air Defenses (DEAD). Its threshold platforms are the F/A-18 C/D. AARGM is scheduled to begin Low Rate Initial Production (LRIP) FY09 and meet Initial Operating Capability (IOC) by the end of 2010. The contractor shall provide program/project administration; technical, configuration and design review, budgetary, production, and acquisition

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management support for the AARGM integrated product team (IPT). The contractor shall provide Program Management, Systems Engineering, independent assessments, data, and recommendations for PMA-242 as required on the Anti-Radiation Missiles.

3.2.1 RDTE Funding

3.2.1.1 Provide engineering and technical support for the ARM RDT&E program Analysis of Alternatives. Provide concept development, design reviews, and engineering development for ARM RDT&E programs.

3.2.1.2 Perform test and evaluation planning, monitoring, evaluation and reporting for ARM RDT&E programs. Analyze test data for the AARGM Milestone FRP/IOC / RDT&E,N-funded LRIP articles to support IOT&E, and deliver reports on the ARM RDT&E programs. Conduct studies pertaining to evaluation and analysis of ARM RDT&E system performance.

3.2.1.3 Investigate ARM RDT&E program problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the ARM RDT&E programs. Provide technical recommendations regarding improving design, development, T&E and other processes relating to AARGM RDT&E program.

3.2.1.4 Analyze/evaluate existing ARM RDT&E systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing RDT&E systems, and technical documentation as necessary to support decisions for transition of new technologies into the next stage of development.

3.2.1.5 Provide review and technical analysis of technology refreshment or product improvements that will significantly increase the performance envelope of an end item, or for any product improvement efforts that require DT or OT&E by an independent test agency.

3.2.1.6 Provide systems engineering, independent assessments, Business Case Analysis, schedule analysis, data and recommendations for ARM RD&TE program.

3.2.1.7 Identify integration requirements. Provide technical integration and software deliverables for commonality applications as they relate to the ARM RDT&E program.

3.2.1.8 Evaluate technical directives for applicability to ARM RDT&E program. Recommends, reviews and evaluates ARM RDT&E program documentation for technical accuracy. Provide analysis and technical advice to program office on matters relating to the ARM RDT&E program.

3.2.1.9 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the ARM RDT&E program.

3.2.1.10 Provide detailed technical support to the integration of an IBS-Receive capability in the AARGM; where practical highlight risk areas and mitigation alternatives.

3.2.1.11 Conduct test and evaluation planning, especially as it applies to National Systems involvement in AARGM testing.

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3.2.1.12 Work with various Tactical Data Display processor communities to evolve the capability to display AARGM WIA reports for Battle Damage Assessment (BDA) purposes.

3.2.1.13 Collect, compile and analyze project and cost data for ARM engineering, logistics, and developmental testing for incorporation into team work plans, data calls, and supporting financial documentation.

3.2.1.14 Perform financial analyses on the ARM program engineering requirements, logistics requirements, and test and integration efforts and provide recommendations on various strategies to support development and testing, their potential return on investment, and associated risk to the program.

3.2.1.15 Develop, maintain and provide analysis of development and testing schedule leading to all significant milestones.

3.2.1.16 Provide management support to include: program briefings, technical reports, risk management, scheduling analysis, project plan development, information distribution, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings.

3.2.1.17 Develop, prepare, and consolidate input for program level briefings to be presented by the Program Manager, Deputy Program Manager or IPT.

3.2.1.18 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.2.2 WPN Funding

3.2.2.1 Evaluates technical directives for applicability to the AARGM procurement program. Recommends, reviews and evaluates AARGM program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the AARGM program. Provides technical recommendations for strategy and technical solutions.

3.2.2.2 Provide production support for technical efforts related to the AARGM missile systems. This includes coordination with industry as well as government agencies.

3.2.2.3 Provide engineering and technical support for AARGM program product improvements.

3.2.2.4 Perform engineering/production planning, monitoring, evaluation and reporting for AARGM program.

3.2.2.5 Investigate AARGM program engineering/production problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the AARGM program. Provide technical recommendations regarding AARGM program, including quality assurance.

3.2.2.6 Analyze/evaluate existing ARM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing ARM systems, and technical documentation as necessary.

3.2.2.7 Identify integration requirements for the ARM program.

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3.2.2.8 Develop and maintain production delivery schedule.

3.2.2.9 Provide management support to include: program briefings, technical reports, risk management, scheduling, analysis, project plan development, information distribution, financial analysis, configuration management, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings.

3.2.2.10 Develop, prepare, and consolidate input for program level briefings to be presented by the Program Manager, Deputy Program Manager or IPT.

3.2.2.11 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in Navy Enterprise Resource Planning (NERP).

3.2.3 O&M.N Funding (Administrative Tasking – FFP)

3.2.3.1 Provide administrative support. Use greater judgment and initiative in handling wide variety of situations involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.2.3.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.2.3.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.2.3.4 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.2.3.5 Liaison with NMCI and base telephone office to coordinate their support for computer, hardware and telephone related issues.

3.2.3.6 Develop, and maintain the program office weapons delivery schedule for all program office.

3.2.3.7 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.2.3.8 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

3.2.3.9 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.3 Airborne Rockets/Advanced Precision Kill Weapon System (APKWS) Labor: The Airborne Rockets program covers the 2.75 and 5.00 inch Rockets, Marine Location Markers (MLMs), paraflares, as well as the Jet Assist Take

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Off (JATO), which are small rocket motors that provide auxiliary thrust in launching targets, UAVs and aircraft. These items are all legacy items that are in the production and sustainment phase of their lifecycle. The Advanced Precision Kill Weapon System is also included in the Airborne Rockets team, which is a Navy led SD&D program to develop a low cost Semi Active Laser (SAL) precision guidance section for existing 2.75 inch unguided rockets. APKWS is scheduled to reach milestone C in 2010 and achieve initial operating capability in 2011.

3.3.1 PANMC Funding

3.3.1.1 Provide engineering and technical support to the Airborne Rocket program for acquisition, programmatic, requirements, technical, operational, tactical and logistics efforts. Analyze, evaluate, and provide recommendations for TOC, CAIV and LCC evaluations and associated management plans.

3.3.1.2 Collect, compile and analyze project and cost data for Airborne Rockets production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.1.3 Perform financial analyses on the Airborne Rockets program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.3.1.4 Evaluate technical directives for applicability to Airborne Rockets program. Recommend, review, and evaluate Airborne Rockets program documentation for technical accuracy. Provide analysis and technical advice to the program office on matters relating to the Airborne Rockets procurement program. Provide technical recommendations for strategy and technical solutions.

3.3.1.5 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for Airborne Rockets program. Provide plans for maintenance engineering and logistics supportability efforts.

3.3.1.6 Evaluate technical and production issues, provide support and recommendations to PMA-242, HQMC, OPNAV N78 related to weapon systems costs.

3.3.2 RDTE Funding

3.3.2.1 Provide engineering analysis and provide recommendations for aircraft integration from USMC rotary wing platforms in the Urban Close Air Support (CAS) environment.

3.3.2.2 Identify and provide recommendations relative to aircraft interface problems associated with scheduled optimization efforts for 1760 compatible rocket system pods.

3.3.2.3 Provide systems integration analysis, independent assessments, data and recommendations, and supportability analysis for the APKWS program.

3.3.2.4 Collect, compile and analyze project and cost data for APKWS engineering, logistics, and developmental testing for incorporation into team work plans, data calls, and supporting financial documentation. Perform financial analyses on the APKWS program engineering requirements, logistics requirements, and test and integration efforts and provide recommendations on various strategies to support development and testing, their potential return on investment, and associated risk to the program.

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3.3.3 O&M.N Funding (Administrative Tasking – FFP)

3.3.3.1 Provide administrative support. Use greater judgment and initiative in handling wide variety of situations involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.3.3.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.3.3.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process Government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.3.3.4 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.3.3.5 Develop, and maintain the program office weapons delivery schedule for all program office weapons.

3.3.3.6 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.3.3.7 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

3.3.3.8 Collect, compile and analyze project and cost data for production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.3.9 Perform financial analyses for program production engineering and logistics requirements to support production integration efforts and provide recommendations on various acquisition strategies to support integration, potential return on investment, and associated risk to the program.

3.3.10. Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.4 Aircraft Gun Systems Labor: The contractor shall provide support for the Crew Served Weapon (CSW) Systems, Medium Cal Guns, and Medium Cal Ammo programs . This includes CSW such as the GAU-21, GAU-16, XM-218, M240 and M60 as well as medium caliber guns to include the 20mm M61A1, 20mm M61A2, 20mm M197 and 25mm GAU-12 aircraft gun systems. The GAU-21 is a modified M3M machine gun being integrated on multiple platforms to include the H-53, H-46, and UH-1.. The remaining systems are fully fielded systems managed by the PMA-242 program office. In addition, the contractor shall provide support for new programs such as 30MM weapon systems for the MH-60 and KC-130J programs.

3.4.1 APN Funding

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Off (JATO), which are small rocket motors that provide auxiliary thrust in launching targets, UAVs and aircraft. These items are all legacy items that are in the production and sustainment phase of their lifecycle. The Advanced Precision Kill Weapon System is also included in the Airborne Rockets team, which is a Navy led SD&D program to develop a low cost Semi Active Laser (SAL) precision guidance section for existing 2.75 inch unguided rockets. APKWS is scheduled to reach milestone C in 2010 and achieve initial operating capability in 2011.

3.3.1 PANMC Funding

3.3.1.1 Provide engineering and technical support to the Airborne Rocket program for acquisition, programmatic, requirements, technical, operational, tactical and logistics efforts. Analyze, evaluate, and provide recommendations for TOC, CAIV and LCC evaluations and associated management plans.

3.3.1.2 Collect, compile and analyze project and cost data for Airborne Rockets production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.1.3 Perform financial analyses on the Airborne Rockets program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.3.1.4 Evaluate technical directives for applicability to Airborne Rockets program. Recommend, review, and evaluate Airborne Rockets program documentation for technical accuracy. Provide analysis and technical advice to the program office on matters relating to the Airborne Rockets procurement program. Provide technical recommendations for strategy and technical solutions.

3.3.1.5 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for Airborne Rockets program. Provide plans for maintenance engineering and logistics supportability efforts.

3.3.1.6 Evaluate technical and production issues, provide support and recommendations to PMA-242, HQMC, OPNAV N78 related to weapon systems costs.

3.3.2 RDTE Funding

3.3.2.1 Provide engineering analysis and provide recommendations for aircraft integration from USMC rotary wing platforms in the Urban Close Air Support (CAS) environment.

3.3.2.2 Identify and provide recommendations relative to aircraft interface problems associated with scheduled optimization efforts for 1760 compatible rocket system pods.

3.3.2.3 Provide systems integration analysis, independent assessments, data and recommendations, and supportability analysis for the APKWS program.

3.3.2.4 Collect, compile and analyze project and cost data for APKWS engineering, logistics, and developmental testing for incorporation into team work plans, data calls, and supporting financial documentation. Perform financial analyses on the APKWS program engineering requirements, logistics requirements, and test and integration efforts and provide recommendations on various strategies to support development and testing, their potential return on investment, and associated risk to the program.

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3.3.3 O&M,N Funding (Administrative Tasking – FFP)

3.3.3.1 Provide administrative support. Use greater judgment and initiative in handling wide variety of situations involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.3.3.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.3.3.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process Government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.3.3.4 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.3.3.5 Develop, and maintain the program office weapons delivery schedule for all program office weapons.

3.3.3.6 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.3.3.7 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

3.3.3.8 Collect, compile and analyze project and cost data for production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.3.3.9 Perform financial analyses for program production engineering and logistics requirements to support production integration efforts and provide recommendations on various acquisition strategies to support integration, potential return on investment, and associated risk to the program.

3.3.10. Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.4 Aircraft Gun Systems Labor: The contractor shall provide support for the Crew Served Weapon (CSW) Systems, Medium Cal Guns, and Medium Cal Ammo programs . This includes CSW such as the GAU-21, GAU-16, XM-218, M240 and M60 as well as medium caliber guns to include the 20mm M61A1, 20mm M61A2, 20mm M197 and 25mm GAU-12 aircraft gun systems. The GAU-21 is a modified M3M machine gun being integrated on multiple platforms to include the H-53, H-46, and UH-1.. The remaining systems are fully fielded systems managed by the PMA-242 program office. In addition, the contractor shall provide support for new programs such as 30MM weapon systems for the MH-60 and KC-130J programs.

3.4.1 APN Funding

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3.4.1.1 Provide Engineering/logistics and technical support for CDWS to include review and evaluation of production design data and documentation, CDWS program problems/failures during production.

3.4.1.2 Provide production planning, operational requirements assessment and validation, logistics and tactical employment considerations and training requirements for CDWS program. Provide plan for maintenance engineering and logistics supportability efforts.

3.4.1.3 Collect, compile and analyze project and cost data for CDWS production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.4.1.4 Perform financial analyses on the CDWS program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.4.2 PANMC Funding

3.4.2.1 Collect, compile and analyze project and cost data for MGA production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation.

3.4.2.2 Perform financial analyses on the MGA program production engineering and logistics requirements to support production integration efforts and provide recommendations on various strategies to support integration, potential return on investment, and associated risk to the program.

3.4.2.3 Evaluate technical and production issues, provide support and recommendations to PMA-242, HQMC, OPNAV N88 related to MGA weapon systems costs.

3.4.3 O&M,N Funding

3.4.3.1 Provide support in all acquisition management, programmatic, requirements, technical, operational, tactical and logistics activities related to the Aircraft Gun Systems.

3.4.3.2 Provide support in the development of program documentation, to include but not limited to: APs, ASRs, SOWs, SARs, PSDs, CDDs, CPDs, Integrated Logistic Support Description Documents, Integrated Logistics Summaries, Program Management Plans, solicitations, proposal evaluations as permitted by law and regulation, contract awards and agreements.

3.4.3.3 Provide administrative support. Use greater judgment and initiative in handling a wide variety of situations involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.4.3.4 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.4.3.5 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process Government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

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3.4.3.6 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.4.3.7 Develop, and maintain the program office weapons delivery schedule for all program offices.

3.4.3.8 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.4.3.9 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

3.4.3.10 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.5 Precision Guided Munitions (PGM) Labor: These items include the Tube-launched, Optically-tracked, Wire-guided (TOW) missile, Hellfire missile and Maverick missile. These weapons are in the sustainment phase of their life cycle with the potential for procurement/production for the Hellfire missile.

3.5.1 WPN Funding

3.5.1.1 Evaluates technical directives for applicability to the Hellfire program. Recommends, reviews and evaluates Hellfire program documentation for technical accuracy. Provides analysis and technical advice to the program office on matters relating to the Hellfire program. Provides technical recommendations for strategy and technical solutions.

3.5.1.2 Provide production support for technical efforts related to the Blast Fragmentation and Thermobaric Hellfire missile systems. This includes coordination with industry as well as government agencies such as NAWCWD-China Lake, NSWC-Indian Head, and the Army's Joint Attack Munition Systems Project Office.

3.5.1.3 Provide engineering and technical support for PGM program product improvements.

3.5.1.4 Perform engineering planning, monitoring, evaluation and reporting for PGM program.

3.5.1.5 Investigate PGM program engineering problems/failures. Conduct investigative system analysis of the impact of performance changes to the overall weapon systems relative to performance, cost, equipment, and facilities for the PGM program. Provide technical recommendations regarding PGMs.

3.5.1.6 Analyze/evaluate existing PGM systems and advanced technologies, reviews/analyzes system design to ensure supportability and achievement of operational readiness, and provides technical support data. Provide analysis and review of current capabilities, shortfalls of existing PGM systems, and technical documentation as necessary.

3.5.1.7 Identify integration requirements.

3.5.1.8 Evaluate technical directives for applicability to PGM program. Recommends, reviews and evaluates PGM program documentation for technical accuracy. Provide analysis and technical advice to the program office on

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matters relating to the PGM program.

3.5.1.9 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the PGM program.

3.5.1.10 Collect, compile and analyze project and cost data for PGM engineering and logistics for incorporation into team work plans, data calls, and supporting financial documentation.

3.5.1.11 Perform financial analyses on the PGM program engineering requirements and logistics requirements efforts and provide recommendations on various strategies, their potential return on investment, and associated risk to the program.

3.5.2 O&M,N Funding (Administrative Tasking – FFP)

3.5.2.1 Support PMA-242 in all acquisition, programmatic, requirements, technical, operational, tactical and logistics activities related to Legacy In-Service Weapons programs. Legacy in-service weapons include TOW, Hellfire and Maverick Missiles.

3.5.2.2 Provide administrative support. Use greater judgment and initiative in handling wide variety of situations involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.5.2.3 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.5.2.4 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process Government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.5.2.5 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.5.2.6 Develop, and maintain the program office weapons delivery schedule for all program offices.

3.5.2.7 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.5.2.8 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

3.5.2.9 Provide financial support on fiscal year budget planning, program execution and out-year planning to include development and preparation of funding execution documents in N-ERP.

3.6 Joint Air-to-Ground Missile Labor: The contractor shall provide support for the Joint Air-to-Ground Missile

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(JAGM) program which is a US Army led ACAT ID program currently in the Technology Development (TD) phase with plans to start System Development and Demonstration (SDD) in 2011. JAGM will be integrated on the F/A-18E/F, MH-60R and AH-1Z platforms. PMA-242 has personnel co-located at the US Army's Joint Attack Munition Systems program office located in Huntsville, AL as well as Patuxent River, MD and China Lake, CA supporting the JAGM program.

3.6.1 RDTE Funding

3.6.1.1 Provide System Engineering (SE) expertise in the development, coordination, scheduling and funding of contractor SE strategies to the JAGM SE IPT lead in support of the JAGM System Engineering Technical Review (SETR). The contractor shall provide support in identification of issues and recommend solutions to the SE IPT lead. The contractor may act as the contractor SE IPT lead as required by the JAGM Overarching SE lead.

3.6.1.1.1 Provide System Engineering support in design competition during all phases. Focus will be on ensuring system compatibility and suitability for Platform Integration into US Navy and USMC platforms (F/A-18E/F, MH-60R, AH-1Z). Platform Integration will also support EDRAP, flight clearance process, and coordination of platform integration efforts.

3.6.1.1.2 Provide engineering and technical support for the JAGM RDT&E program. Provide support for System Engineering design reviews (IAW NAVAIRINST 4355.19) and engineering development for the JAGM program.

3.6.1.1.3 Provide system engineering expertise for various phases of the JAGM program that will include trade-off analysis, engineering approach analysis, independent analysis, and data assessment.

3.6.1.1.4 Perform tasking such as updating acquisition documentation; schedule reviews/corrections (Integrated Master Schedule and contractors schedules); platform integration plan; System Engineering Plan (SEP); software integration plan; and data analysis.

3.6.1.1.5 Perform engineering analysis and assessment to system and subsystem of Government furnished data pertaining to weapons and stores management subsystems.

3.6.1.1.6 Provide technical and engineering information and recommendations in response to Congressional, DoD, other Government agency, media or industry inquiries, and audits for the JAGM program.

3.6.1.1.7 Provide technical support for analysis of risk assessment and provide mitigation plan for the JAGM program.

3.6.1.1.8 Collect, compile and analyze project and cost data for manufacturing/production engineering and logistics support for incorporation into team work plans, data calls, and supporting financial documentation .

3.6.1.1.9 Provide system engineering support during competitive phase to each contractor up to milestone decision.

3.6.1.2 Provide Logistic expertise in the development, coordination, scheduling and funding of contractor Logistic strategies to the JAGM Logistic IPT lead in support of the JAGM System Integrated Logistic Support (ILS). The contractor shall provide support in identification of issues and recommend solutions to the Logistic IPT lead. The contractor may act as the contractor Logistic IPT lead as required by the JAGM Overarching Logistic lead.

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3.6.1.2.1 Provide Logistics support for the JAGM RDT&E program. Provide recommendations on supportability concept development, design considerations for the support concept, and development assistance for JAGM ILS program.

3.6.1.2.2 Develop design supportability alternatives and trade-offs and make recommendations that assure life cycle costs are optimized. Provide analysis and rationale.

3.6.1.2.3 Coordination and guidance in the preparation of the Army Supportability Strategy (SS) and NAVAIR Acquisition Logistics Support Plan (ALSP) and the Logistics Requirements and Funding Summary (LRFS);

3.6.1.2.4 Develop and evaluate reliability and maintainability program plans, measurements, testing plans, and testing procedures.

3.6.1.2.5 Evaluate the tenants of Condition Based Maintenance Plus (CBM+) for applicability and affordability in maintenance concept development and analyses and provide recommendations to the JAGM program APML.

3.6.1.2.6 Recommend methodologies to determine suitability and maturity of system and equipment designs and their current or potential impact upon logistic supportability.

3.6.1.2.7 Provide supportability considerations in the Systems Engineering Plan (SEP), Test and Evaluation Management Plan (TEMP), and Cost and Analysis Requirements Description (CARD). Provide maintenance planning inputs including Configuration Management (CM), Corrosion Control (CC), Reliability Centered Maintenance (RCM), Condition Based Maintenance (CBM+), diagnostics and prognostics, and Diminished Manufacturing Sources/Material Shortages (DMSMS).

3.6.1.3 Provide T&E expertise in the development, coordination, scheduling and funding of contractor T&E strategies to the JAGM T&E IPT lead in support of all phases of the JAGM Program.. The contractor shall provide support in identification of issues and recommend solutions to the T&E IPT lead. The contractor may act as the contractor T&E IPT lead as required by the JAGM Overarching T&E lead.

3.6.1.3.1 Support review and coordination of T&E crosswalks/ test matrices of performance and capability of prime contractor plans to user/JAGM System requirements. Support review of prime contractor requirements and traceability of design for conducting system integration and interoperability tests and demonstrations. Provide comments to the contractor Test and Evaluation Program Plan (TEPP).

3.6.1.3.2 Provide Navy T&E expertise and oversight to JAGM System prime contractor and/or government sponsored test on-site monitoring, observing, tracking, and reporting of test events defined in the JAGM System TD Phase and SDD Phase (wind tunnel testing, captive flight testing, and ground missile flight tests).

3.6.1.3.3 Identify Navy T&E issues and formulate and provide alternatives for issue resolution. Report issues and recommended solutions to the PMA-242 office. Work with Navy test agencies as required to coordinate Navy test events.

3.6.1.3.4 Review test plans, attend test readiness reviews, flight readiness reviews, and provide comments to the test reports on both hardware and software test events. Work with the JAGM System prime contractors to assess technical performance as it relates to system verification as directed by the JAGM APMT&E.

3.6.1.3.5 Support the preparation, conduct and completion of the prime contractor input to the JAGM T&E WIPTs

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as scheduled by the Joint Air to Ground System (JAGM) Project Office.

3.6.1.3.6 Support the development and coordination of T&E IPT charters, technical meetings and working groups. Attend prime contractor T&E and System Engineering IPT meetings as required by the JAGM System contract, and provide coordinating information up to the JAGM Navy APMT&E on a recurring basis.

3.6.1.3.7 Provide Navy T&E support to the JAGM APMT&E in support of Milestone B documentation preparation to include, but not limited to, a Test and Evaluation Master Plan (TEMP) and Master Objectives Matrix (MOM).

3.6.1.3.8 Coordinate T&E activities with Project Management Agencies for US Navy and USMC platforms (F/A-18E/F, MH-60R, AH-1Z) support Developmental Test Shots, Developmental Test Assist shots and Operational Test (Post Milestone B).

3.6.1.3.9 Provide programmatic support to include the development of program acquisition documentation, program management plans, agreements, and other program information. Provide technical recommendations on program briefings and documentation. Support JAGM related source selection evaluations as permitted by law and regulation. Develop, prepare, and coordinate inputs for JAGM program briefings to be presented by the Program Manager or their staff. Attend Program Management Reviews or JAGM meetings and coordinate agendas and minutes for the meetings.

Provide technical and programmatic recommendations on responses to external organizations including, but not limited to Congress, DoD, other Government agency, media or industry inquiries, and audits, and for Congressional testimony regarding the JAGM program. Provide support to update and organize program files and databases on Program Office hard drives.

3.7 Air to Ground Weapons Support Labor: This requirement is in support of multiple weapons in the production phase of their acquisition life cycle. The location for this support is Washington, DC. This includes Hellfire, JSOW, Airborne Rockets, Marine Location Markers (MLMs), General Purpose Bombs, and Machine Gun Ammunition. These efforts require a thorough understanding of the acquisition process and a high level of experience in dealing with senior members of the Acquisition workforce. Experience in addressing technical issues in regards to weapon systems acquisition management and incorporating them into drafts of recommendations, point papers, and correspondence for IPT Leads to respond to technical inquiries from Congress, OPNAV, HQMC, DASN, and other Government agencies is required.

3.7.1 WPN Funding

3.7.1.1 Provide engineering recommendations to the management team on the need for program documentation, reviews and meetings. Attend, participate, support, analyze, provide input, report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation.

3.7.1.2 Review technical improvement documentation for completeness and accuracy.

3.7.1.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements.

3.7.2 PANMC Funding

3.7.2.1 Provide engineering recommendations to the management team on the need for program documentation,

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reviews and meetings. Attend, participate, support, analyze, provide input, report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation.

3.7.2.2 Review technical improvement documentation for completeness and accuracy.

3.7.2.3 Provide recommendations for production planning, operational requirements assessment and validation, logistics and tactical employment considerations, and training requirements.

3.8 **FMS Technical Requirements:** The Contractor shall perform the following scope of work as identified in the Foreign Military Sales (FMS) delivery task order for PMA-242 programs.

3.8.1 Provide administrative support. Use greater judgment and initiative in handling wide variety of situations and conflicts involving clerical and administrative functions of the office. Ensure documents and correspondence are prepared in accordance with the Navy Correspondence Manual, Navy directives and systems. Conduct administrative, record keeping, and file maintenance.

3.8.2 Apply knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Schedule conference rooms. Update travel schedules and resolve scheduling conflicts.

3.8.3 Specific deliverables include: Prepare the bi-weekly Weekly Activity Report (WAR); prepare and process government travel requests; prepare and distribute summary minutes of daily stand-up meeting; prepare and process message traffic. Manage the PMA-242 database archiving system. Provide training on clerical systems to PMA-242 personnel.

3.8.4 Provide specific support to the Operations Officer and the IPT leads in the area of program management and audio-visual support.

3.8.5 Liaison with NMCI and base telephone office to coordinate their support for computer, hardware and telephone related issues .

3.8.6 Develop, and maintain the program office weapons delivery schedule for all program office.

3.8.7 Provide management support for all PMA-242 programs to include: program briefings, technical reports, financial analysis, and meeting coordination. Attend Program Management Reviews and prepare the briefs and minutes of the meetings. These management support services shall apply at both the program and project levels.

3.8.8 Develop, prepare, and consolidate input for program level briefings to cover multiple IPTs and be presented by the Program Manager, Deputy Program Manager or their staffs.

4.0 **NMCI Requirements**

4.1 Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering."

4.2 The Support Services contractor shall obtain written authorization from the Contracting Officer's Representative (COR) prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written

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authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

4.3 The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding fee.

5.0 Travel and Materials

5.1 Travel and materials are to be provided by the contractor only when essential to the performance of tasks assigned.

5.2 Material purchases must be approved by the Task Order Manager (TOM). Material support may include the following: office supplies, reproduction, shipping and special binders, as well as hotel conference support.

5.3 Local and long distance travel will be required for this effort. Travel to the following locations is anticipated during the period of performance: Los Angeles, CA, Ridgecrest, CA, Rome, IT, Washington DC, China Lake, CA, Huntsville, AL, San Diego, Ca, Rock Island, IL, Pt. Mugu, CA, Eglin AFB, FL, Hill AFB, UT, Yuma, AZ, Brussels, Belgium, Mechanicsburg, PA, Pensacola, FL, and Burlington, VT. During the performance of the tasking, additional travel may be required.

6.0 Contractor Document Requirements (Deliverables)

6.1 Monthly Progress and Financial Status Report: The contractor shall provide a progress and financial status report in accordance with the Contract Data Requirement List (CDRL A001). The report shall include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by labor category and material and travel costs.

6.2 The contractor shall prepare and submit a Funds and Man-Hour Expenditure Report (CDRL A002) to address work completed to date.

6.3 Operational Security (OPSEC) Plan (A003) for the handling of classified materials. Draft due within 90 days of contract award. Final due 45 days after government approval.

6.4 The contractor shall prepare and submit an Information Technology (IT) Personnel Security Report for COR (CDRL A004) for all employees requiring access to Government IT systems.

6.5 The contractor shall prepare and submit an IT Personnel Security Report for NAVAIR Security (CDRL A005) for all employees requiring access to Government IT systems.

7.0 Identification of Contractor Personnel: Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone) where contractor personnel are in attendance.

Contractor identification (ID) badges will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15N, 31 October 2007, identification badges must be displayed at all times. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. ID media is U.S.

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Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out contractor personnel unless all media, including CAC cards, are returned in accordance with instructions identified previously in this paragraph.

8.0 Security Classification: Personnel performing on this delivery order must hold a security clearance of SECRET and TOP SECRET/Sensitive Compartmented Intelligence (TS/SCI) as required for key billet

9.0 Compressed Work Schedule (CWS): 9.1 The Contractor awarded this contract, with agreement by the Task Order Manager (TOM), may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contracts, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

10.0 Telecommuting For telecommuting to be authorized by the TOM and the Contracting Officer, 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, a written agreement between the company and employee; work site of telecommute; and (2) proposed definitive amount of work or level of effort to be accomplished.

11.0 Anticipated Level of Effort Provision (Increase Capacity): The program anticipates the need for an increase in capacity of the level of effort in support of future requirements that are currently anticipated for Option Period I through V. This requirement is in accordance with Clause H-1 (Increased Capacity Within the Period of Performance (CLINs 4101; 4201; 4301; 4401 and 4501)).

12.0 Performance Standards: A Quality Assurance Surveillance Plan (QASP) is incorporated as Attachment (P7).

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

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A004 and CDRL A005. The report submitted to the COR shall not

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contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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SECTION D PACKAGING AND MARKING

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

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

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SECTION E INSPECTION AND ACCEPTANCE

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

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
5000	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4102	Destination	Government	Destination	Government
5100	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4202	Destination	Government	Destination	Government
5200	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4302	Destination	Government	Destination	Government
5300	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4401	Destination	Government	Destination	Government
4402	Destination	Government	Destination	Government
5400	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
4500	Destination	Government	Destination	Government
4501	Destination	Government	Destination	Government
4502	Destination	Government	Destination	Government
5500	Destination	Government	Destination	Government
6500	Destination	Government	Destination	Government

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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

(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: Jadon Lincoln

Activity: Naval Air Systems Command

Address: 47123 Buse Rd, Bldg. 2272, Suite 252
Patuxent River, MD 20670-1547

Phone: (301) 757-7391

(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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

	CLINs	Period of Performance
Base Period	4000; 4001; 4002; 5000; 6000	29 Apr 2010 - 31 Oct 2010
Option 1	4100; 4101; 4102; 5100; 6100	01 Nov 2010 - 31 Oct 2011
Option 2	4200; 4201; 4202; 5200; 6200	01 Nov 2011 - 31 Oct 2012
Option 3	4300; 4301; 4302; 5300; 6300	01 Nov 2012 - 31 Oct 2013
Option 4	4400; 4401; 4402; 5400; 6400	01 Nov 2013 - 31 Oct 2014
Option 5	4500; 4501; 4502; 5500; 6500	01 Nov 2014 - 29 Apr 2015

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, 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.

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

21983 Bundy Road

Bldg 441

Patuxent River, MD 20670-1547

(2) Program Office, PMA-242

Naval Air Systems Command

47123 Buse Road, Building 2272, Suite 252

Patuxent River, MD 20670-1547

Task Order Manager: Jadon Lincoln

PHONE: (301) 757-7391

FAX: (301) 757-7418

(3) ACO: DCMA Virginia
10500 Battleview Parkway, Suite 200
Manassas, VA 20109-2342

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

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(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-242

Naval Air Systems Command

47123 Buse Road, Building 2272, Suite 252
Patuxent River, MD 20670-1547

Task Order Manager: Jadon Lincoln

Phone: (301) 757-7391

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SECTION G CONTRACT ADMINISTRATION DATA

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

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 **██████████ (CPFF hours only)** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus } \text{Expended LOE}) \text{ divided by } \text{Required LOE})$$

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

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

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

(j) 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.

(End of Clause)

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to five percent (5 %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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

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

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

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

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(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:

NOTE: Refer to the Task Order Ceiling Spreadsheet, Attachment P11, for information required below.

SLIN ACRN Amount Obligated

"See Accounting Data"

(f) Additional special payment instructions: (not applicable).

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

(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 have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	-- Select Combo for Fixed Price Supplies and Services. (Separate Invoices and Receiving Reports may also be used.) -- Select Cost Voucher for all Cost or T&M contracts or CLINs. Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2404A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	
Ship To DODAAC (for Combo),	N00019

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Service Approver DODAAC (Cost Voucher)	
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA721
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	Email	Phone	Role
Jadon Lincoln	Jadon.Lincoln@navy.mil	(301) 757-7391	Task Order Manager (TOM)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

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(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), 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:

NOTE: Refer to the Task Order Ceiling Spreadsheet, Attachment P11, for information required below.

ITEM(S):

ALLOTTED TO COST:\$

ALLOTTED TO FEE:\$

ESTIMATED PERIOD OF PERFORMANCE:

(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 [] 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 [if LOE, enter the number of hours; if completion or supply enter items and quantities] the following details funding to date:

NOTE: Refer to the Task Order Ceiling Spreadsheet, Attachment P11, for information required below.

Funds this Action - \$

Previous Funding - \$

Funds Available - \$

Balance Unfunded - \$

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Jadon Lincoln

Code: PMA-242B

Mailing Address: Naval Air Systems Command
47123 Buse Road, Bldg. 2272, Suite 252
Patuxent River, MD 20670

Telephone: (301) 757-7391

Commercial: (301) 757-7391

DSN: 8-757-7391

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager Appointment Letter, Attachment P10.

(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.

Accounting Data

SLINID	PR Number	Amount
400001	1300157612	25000.00
LLA :		
AA 1791319 J7JS 251 00019 0 050120 2D 000000 A40000445048		
Standard Number: CIN No. 130015761200001		
400002	1300157612	25000.00
LLA :		
AB 1791507 J2ES 251 00019 0 050120 2D 000000 A10000445048		
Standard Number: CIN No. 130015761200002		
400003	1300157612	25000.00
LLA :		
AC 1791508 J1Q5 251 00019 0 050120 2D 000000 A20000445048		
Standard Number: CIN No. 130015761200003		
400004	1300157612	25000.00
LLA :		
AD 1791506 J5CD 251 00019 0 050120 2D 000000 A50000445048		
Standard Number: CIN No. 130015761200007		
500001	1300157616	75255.70
LLA :		
AE 1701804 4D4D 251 00019 0 050120 2D 000000 A00000445097		
Standard Number: CIN No. 130015761600001		
600001	1300157612	25000.00

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LLA :
AA 1791319 J7JS 251 00019 0 050120 2D 000000 A40000445048
Standard Number: CIN No. 130015761200006

BASE Funding 200255.70
Cumulative Funding 200255.70

MOD 01 Funding 0.00
Cumulative Funding 200255.70

MOD 02

400005 1300177236 20000.00

LLA :
AF 1701319 JSBK 251 00019 0 050120 2D 000000 A20000554909
Standard Number: CIN 130017723600003

400006 1300177236 10000.00

LLA :
AG 1701507 J2F6 251 00019 0 050120 2D 000000 A10000554909
Standard Number: CIN 130017723600002

400007 1300177236 20000.00

LLA :
AH 1701508 J1Q4 251 00019 0 050120 2D 000000 A00000554909
Standard Number: CIN 130017723600001

400008 1300177236 30000.00

LLA :
AJ 1701507 J2ES 251 00019 0 050120 2D 000000 A30000554909
Standard Number: CIN 130017723600004

400009 1300177236 205076.00

LLA :
AK 1701508 J1Q1 251 00019 0 050120 2D 000000 A40000554909
Standard Number: CIN 130017723600005

400010 1300177236 102538.00

LLA :
AL 1701508 J1Q2 251 00019 0 050120 2D 000000 A50000554909
Standard Number: CIN 130017723600006

500001 1300157616-00001 (44000.00)

LLA :
AE 1701804 4D4D 251 00019 0 050120 2D 000000 A00000445097
Standard Number: CIN No. 130015761600001

MOD 02 Funding 343614.00
Cumulative Funding 543869.70

MOD 03

400011 1300177392 10000.00

LLA :
AM 97-11X8242 2886 000 74862 0 065916 2D PCN044 910580200DAE
Standard Number: CIN 130017739200001

600002 1300157616-00002 44000.00

LLA :
AE 1701804 4D4D 251 00019 0 050120 2D 000000 A00000445097
Standard Number: CIN 130015761600005

MOD 03 Funding 54000.00
Cumulative Funding 597869.70

MOD 04

410001 1300182568 30000.00

LLA :
AN 97-11X8242 0002 4FX 4720C N CUTK09 07 200000 003500050300 0F03000
Standard Number: CIN 130018256800001

410002 1300183464 20000.00

LLA :

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AP 97-11X8242 2813 000 74132 0 065916 2D PSNH44 014160120ADE
Standard Number: CIN 130018346400003

410003 1300183464 15000.00

LLA :

AQ 97-11X8242 2815 000 74152 0 065916 2D PSPZ44 902980050ANR
Standard Number: CIN 130018346400002

410004 1300183464 15000.00

LLA :

AR 97-11X8242 2879 000 74792 0 065916 2D PMFF44 803780090ASO
Standard Number: CIN 130018346400001

410005 1300177236-0001 45000.00

LLA :

AS 1711319 J7JS 251 00019 0 050120 2D 000000 A60000554909
Standard Number: CIN 130017723600008

410006 1300177236-0001 200000.00

LLA :

AT 1711507 J2ES 251 00019 0 050120 2D 000000 A30000554909
Standard Number: CIN 130017723600009

410007 1300177236-0001 20000.00

LLA :

AU 1711804 4D4D 251 00019 0 050120 2D 000000 A80000554909
Standard Number: CIN 130017723600010

410008 1300177236-0001 158500.00

LLA :

AV 1711508 J1Q5 251 00019 0 050120 2D 000000 B20000554909
Standard Number: CIN 130017723600011

410009 1300177236-0001 73260.00

LLA :

AW 1711508 J1Q4 251 00019 0 050120 2D 000000 B90000554909
Standard Number: CIN 130017723600014

410010 1300177236-0001 139707.00

LLA :

AX 1711507 J2F6 251 00019 0 050120 2D 000000 A10000554909
Standard Number: CIN 130017723600017

410011 1300177236-0001 15000.00

LLA :

AY 1711804 4D4D 251 00019 0 050120 2D 000000 B10000554909
Standard Number: CIN 130017723600018

410012 1300177236-0001 100000.00

LLA :

AX 1711507 J2F6 251 00019 0 050120 2D 000000 A10000554909
Standard Number: CIN 130017723600019

410013 1300177236-0001 306636.00

LLA :

AF 1701319 J5BK 251 00019 0 050120 2D 000000 A20000554909
Standard Number: CIN 130017723600020

410014 1300177236-0001 326000.00

LLA :

AZ 1711508 J1Q2 251 00019 0 050120 2D 000000 A50000554909
Standard Number: CIN 130017723600022

410015 1300177236-0001 20000.00

LLA :

BA 1711804 4D4D 251 00019 0 050120 2D 000000 B80000554909
Standard Number: CIN 130017723600025

410016 1300177236-0001 20000.00

LLA :

BB 1711804 4D4D 251 00019 0 050120 2D 000000 B70000554909
Standard Number: CIN 130017723600027

510001 1300177236-0001 132471.04

LLA :

BA 1711804 4D4D 251 00019 0 050120 2D 000000 B80000554909
Standard Number: CIN 130017723600026

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510002 1300177236-0001 20000.00
LLA :
BB 1711804 4D4D 251 00019 0 050120 2D 000000 B70000554909
Standard Number: CIN 130017723600028

610001 1300177236-0001 320215.00
LLA :
BC 1711319 JSBK 251 00019 0 050120 2D 000000 B60000554909
Standard Number: CIN 130017723600021

MOD 04 Funding 1976789.04
Cumulative Funding 2574658.74

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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 SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Task Order Clause H-1- INCREASED CAPACITY WITHIN THE PERIOD OF PERFORMANCE (CLINs 4101; 4201; 4301, 4401;4501)

- (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 1 calendar day 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 5 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.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

- (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 (P9) will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(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 3 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications

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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 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

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

(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 within 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require

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the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or

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daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information

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Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Candice L. Anderson, Naval Air Warfare Center Aircraft Division, 21983 Bundy Road, Building 441, Patuxent River, MD 20670.

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SECTION I CONTRACT CLAUSES

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

52.217-8 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 on or before the expiration of the task order period of performance.

52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 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 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current

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personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to TBD. All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten

(10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements Lists (CDRLs A001-A005)

Attachment P7 - Quality Assurance Surveillance Plan (QASP)

Attachment P8 - Contract Security Classification Specification, DD254

Attachment P9 - Organizational Conflict of Interest (OCI)

**Attachment P10 - Contracting Officer's Representative (COR)/Task Order Manager (TOM) Appointment
Memorandum of 26 Apr 2010**

Attachment P11 - Task Order Ceiling Spreadsheet updated as of Modification 03

Note: Attachments P1 - P6 and Exhibit Q removed