AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
84	24-Jul-2014	1300315468	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
	N68936		S2404A

NAVAIR Weapons Division China Lake
429 E Bowen Road - Stop 4015
China Lake CA 93555-6108
sue.casey@navy.mil 760-939-4115

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Exelis, Inc.
12975 Worldgate Drive, Suite 700
Herndon VA 20170

CAGE CODE 9M715 | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4395-GM01

10B. DATED *(SEE ITEM 13)*

11-Dec-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G

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

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

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return _1_ 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)*	
[redacted]		[redacted]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[redacted]	[redacted]	[redacted] [redacted]	[redacted]
[redacted] *person authorized to sign)*		*(Signature of Contracting Officer)*	

GENERAL INFORMATION

The purpose of this modification is to deobligate funding as shown below. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [redacted] by [redacted]

[redacted]	Type Of Fund	From ($)	By ($)	To ($)
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The total value of the order is hereby increased from [redacted]

CLIN/SLIN	From	To

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	R425	Base Period Labor(Fund Type - TBD)	21537.0	HR	[redacted]	[redacted]	[redacted]
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[redacted] ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430071	R425	Incremental Funding from PID/PR 1300378913$0.00($5,000.00 -$5,000.00) (RDDA)					
430072	R425	Incremental Funding from PID/PR 1300378913$2,926.26($5,000.00 - $2,073.74) (RDDA)					
430073	R425	Incremental Funding From PID/PR 1300386219(O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Option Period OneODC (Fund Type - TBD)	1.0	LO	$1,192,268.57
600001	R425	Incrementally fund ODC's per PID/PR 1300130108$1000 from SLIN 100023 ACRN AU (RDT&E)			
600002	R425	Incrementally fund ODC's per PID/PR 1300125918$5000 from SLIN 300013 ACRN AH (RDT&E)			
600003	R425	Incrementally fund ODC's per PID/PR 1300128294$1000 from SLIN 300017 ACRN AP (RDT&E)			
600004	R425	Incrementally fund ODC's per PID/PR 1300130762$1000 from SLIN 300024 ACRN AX (RDT&E)			
600005	R425	Incrementally fund ODC's per PID/PR 1300132357$10,000 from SLIN300026 ACRN AZ (RDT&E)			
600006	R425	Incrementally fund ODC's per PID/PR 1300133864$1,500 from SLIN 300028 ACRN BB (RDT&E)			
600007	R425	Incrementally fund ODC's per PID/PR 1300137048$6,500 from SLIN 300033 ACRN BG (RDT&E)			
600008	R425	$14,500 from SLIN300018 per PID/PR130012155-0001 ACRN AQ (RDT&E)			
600009	R425	$2,000 from SLIN 300031 per PID/PR1300135074-0001 ACRN BE (RDT&E)			
600010	R425	$2,000 from SLIN 300032 per PID/PR1300137048-0003 ACRN BF (RDT&E)			
600011	R425	$7,000 from SLIN 300014 per PID/PR1300141216 ACRN AJ (RDT&E)			
600012	R425	$15,000 from SLIN300035 per PID/PR1300141216 ACRN BJ (Fund Type - OTHER)			
600013	R425	Incrementally fund ODC's per PID/PR 1300141113$3000 ACRN BK (RDT&E)			
600014	R425	Incrementally fund ODC's per PID/PR 1300141113$5000 ACRN BL (RDT&E)			
600015	R425	Incrementally fund ODC's per PID/PR 1300141113$5000 ACRN BM (RDT&E)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600016	R425	Incrementally fund ODC's per PID/PR 1300141113$48000 ACRN BN (RDT&E)			
600017	R425	Incrementally fund ODC's per PID/PR 1300141113$3000 ACRN BP (RDT&E)			
600018	R425	Incrementally fund ODC's per PID/PR 1300142875$75,000 ACRN BQ (RDT&E)			
600019	R425	Incrementally fund ODC's per PID/PR 1300142875$5,000 ACRN BR (RDT&E)			
600020	R425	Incrementally fund ODC's per PID/PR 1300142875$1,000 ACRN BS (RDT&E)			
600021	R425	Incrementally fund ODC's per PID/PR 1300142875$6,000 ACRN BT (RDT&E)			
600022	R425	Incrementally fund ODC's per PID/PR 1300145707$10,000 ACRN BU (RDT&E)			
600023	R425	Incrementally fund ODC's per PID/PR 1300145707$500 ACRN BV (RDT&E)			
600024	R425	Incrementally fund ODC's per PID/PR 1300147426$250 ACRN BW (RDT&E)			
600025	R425	Incrementally fund ODC's per PID/PR 1300147426$25000 ACRN BX (RDT&E)			
600026	R425	Incrementally fund ODC's per PID/PR 1300147426$3800 ACRN BY (RDT&E)			
600027	R425	Incrementally fund ODC's per PID/PR 1300147426$1500 ACRN BZ (RDT&E)			
600028	R425	Incrementally fund ODC's per PID/PR 1300147426$5000 ACRN CA (RDT&E)			
600029	R425	Incrementally fund ODC's per PID/PR 1300152681$10,000 ACRN (RDT&E)			
600030	R425	Incrementally fund ODC's per PID/PR 1300152681$10,000 ACRN (RDT&E)			
600031	R425	Incrementally fund ODC's per PID/PR 1300155676$10,000 (O&MN,N)			
600032	R425	Incrementally fund ODC's per PID/PR 1300157451$41,000.00 (RDT&E)			
600033	R425	Incrementally fund ODC's per PID/PR 1300157451$30,250.00 (RDT&E)			
600034	R425	Incrementally fund ODC's per PID/PR 1300159906$500.00 (RDT&E)			
600035	R425	Incrementally fund ODC's per PID/PR 1300159906$500.00 (RDT&E)			
600036	R425	Incrementally fund ODC's per PID/PR 1300159906$6,040.00 (RDT&E)			
600037	R425	Incrementally fund ODC's per PID/PR 1300162711$95,000.00 (RDT&E)			
600038	R425	Incrementally fund ODC's per PID/PR 1300162711$28,448.00 (RDT&E)			
600039	R425	Incrementally fund ODC's per PID/PR 1300162711$255,000.00 (RDT&E)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600040	R425	Incrementally fund ODC's per PID/PR 1300162711$10,000.00 (RDT&E)			
600041	R425	Incrementally fund ODC's per PID/PR 1300163404$100,000.00 (RDT&E)			
600042	R425	Incrementally fund ODC's per PID/PR 1300163404$5,000.00 (RDT&E)			
600043	R425	Incrementally fund ODC's per PID/PR 1300163404$58,000.00 (RDT&E)			
600044	R425	Incrementally fund ODC's per PID/PR 1300163851$31,228.00 (RDT&E)			
600045	R425	Incrementally fund ODC's per PID/PR 1300165694$1,000.00 (RDT&E)			
600046	R425	Incrementally fund ODC's per PID/PR 1300165694$500.00 (OPN)			
600047	R425	Incrementally fund ODC's per PID/PR 1300165694$123,000.00 (RDT&E)			
600048	R425	Incrementally fund ODC's per PID/PR 1300165694$49,000.00 (RDT&E)			
600049	R425	Incrementally fund ODC's per PID/PR 1300175528$1,000.00 (RDT&E)			
600050	R425	Incrementally fund ODC's per PID/PR 1300175528$7,000.00 (O&MN,N)			
600051	R425	Incrementally fund ODC's per PID/PR 1300174565$92,000.00 (RDT&E)			
600052	R425	Incrementally fund ODC's per PID/PR 1300174565$22,000.00 (RDT&E)			
600053	R425	Incrementally fund ODC's per PID/PR 1300174565$1,000.00 (RDT&E)			
600054	R425	Incrementally fund ODC's per PID/PR 130017456515,000.00 (RDT&E)			
600055	R425	Incrementally fund ODC's per PID/PR 1300178580$10,000.00 (RDT&E)			
600056	R425	Incrementally fund ODC's per PID/PR 1300178580$39,504.00 (RDT&E)			
600057	R425	Incrementally fund ODC's per PID/PR 1300179138$70,000.00 (RDT&E)			
600058	R425	Incrementally fund ODC's per PID/PR 1300184331$343,000.00 (RDT&E)			
600059	R425	Incrementally fund ODC's per PID/PR 1300184331$1,500.00 (RDT&E)			
600060	R425	Incrementally fund ODC's per PID/PR 1300184331$15,000.00 (RDT&E)			
600061	R425	Incrementally fund ODC's per PID/PR 1300185047$27,000.00 (RDT&E)			
600062	R425	Incrementally fund ODC's per PID/PR 1300185047$500.00 (RDT&E)			
6100	R425	Option Period TwoODC (Fund Type - TBD)	1.0	LO	$5,500,512.00
610001	R425	Realign funds ODC's per PID/PR 1300142875 $2,800.00 (RDT&E)			
610002	R425	Realign funds ODC's per PID/PR 1300163404 $4,300.00 (RDT&E)			
610003	R425	Realign funds ODC's per PID/PR 1300174565 $8,000.00 (RDT&E)			
610004	R425	Realign funds ODC's per PID/PR 1300174565 $5,000.00 (RDT&E)			
610005	R425	Realign funds ODC's per PID/PR 1300175528 $500.00 (RDT&E)			
610006	R425	Realign funds ODC's per PID/PR 1300184331 $1,500.00 (RDT&E)			
610007	R425	Realign funds ODC's per PID/PR 1300184331 $10,000.00 (RDT&E)			
610008	R425	Realign funds ODC's per PID/PR 1300185047 $14,300.00 (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
630032	R425	Incrementally Fund ODCs per PID/PR 1300334836$120,000.00 (RDDA)			
630033	R425	Incrementally Fund ODCs per PID/PR 1300334836$250,000.00 (RDDA)			
630034	R425	Incrementally Fund ODCs per PID/PR 1300342982$3,000.00 (RDDA)			
630035	R425	Incrementally Fund ODCs per PID/PR 1300342982$135,000.00 (RDDA)			
630036	R425	Incrementally Fund ODCs per PID/PR 1300342982$20,000.00 (RDDA)			
630037	R425	Incrementally Fund ODCs per PID/PR 1300342982$30,000.00 (RDDA)			
630038	R425	Incrementally Fund ODCs per PID/PR 1300345054$24,252.44($50,000.00 - $25,747.56) (RDDA)			
630039	R425	Incrementally Fund ODCs per PID/PR 1300345054$50,000.00 (RDDA)			
630040	R425	Incrementally Fund ODCs per PID/PR 1300345054$75,000.00 (RDDA)			
630041	R425	Incrementally Fund ODCs per PID/PR 1300351629$50,000.00 (RDDA)			
630042	R425	Incrementally Fund ODCs per PID/PR 1300351629$201,142.19($210,000.00 - $8,857.81) (RDDA)			
630043	R425	Incrementally Fund ODCs per PID/PR 1300351629$5,000.00 (RDDA)			
630044	R425	Incrementally Fund ODCs per PID/PR 1300351629$40,000.00 (RDDA)			
630045	R425	Incrementally Fund ODCs per PID/PR 1300351629$20,000.00 (RDDA)			
630046	R425	Incrementally Fund ODCs per PID/PR 1300351629$10,000.00 (RDDA)			
630047	R425	Incrementally Fund ODCs per PID/PR 1300355627$74,513.08($100,000.00 -$25,486.92) (RDDA)			
630048	R425	Incrementally Fund ODCs per PID/PR 1300355627$155,000.00 (RDDA)			
630049	R425	Incrementally Fund ODCs per PID/PR 1300355627$276,582.88 ($280,000.00 - $25,486.92) (RDDA)			
630050	R425	Incrementally Fund ODCs per PID/PR 1300355627$28,478.61($30,000.00 - $1,521.39)(RDDA)			
630051	R425	Incrementally Fund ODCs per PID/PR 1300355627$500.00 (RDDA)			
630052	R425	Incrementally Fund ODCs per PID/PR 1300362967$84,000.00 (RDDA)			
630053	R425	Incrementally Fund ODCs per PID/PR 1300362967$70,000.00 (RDDA)			
630054	R425	Incrementally Fund ODCs per PID/PR 1300362967$44,621.99($50,000.00 -$5,378.01) (RDDA)			
630055	R425	Incrementally Fund ODCs per PID/PR 1300362967$9,000.00 (RDDA)			
630056	R425	Incrementally Fund ODCs per PID/PR 1300362967$20,000.00 (RDDA)			
630057	R425	Incrementally Fund ODCs per PID/PR 1300362967$37,167.48($40,000.00 - $2,832.52)(RDDA)			
630058	R425	Incrementally Fund ODCs per PID/PR 1300372825$46,000.00 (RDDA)			
630059	R425	Incrementally Fund ODCs per PID/PR 1300372825$10,000.00 (RDDA)			
630060	R425	Incrementally Fund ODCs per PID/PR 1300372825$175,000.00 (RDDA)			
630061	R425	Incrementally Fund ODCs per PID/PR 1300372825$50,000.00 (RDDA)			

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[redacted]Supplies and Services

Additional Informational SubCLINs (SLINs) will be created as incremental funding is added to fund this effort.

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Offerors will utilize the total level of effort provided in Section B below for each year of their proposal. Offerors shall not provide a total level of effort different than listed below. However, offerors are free to propose their own labor categories and labor mix as long as the total level of effort matches the level of effort provided herein. To support the request for proposal, the following sample labor mix estimate is provided. This sample estimate is not to be considered direction from the Government as to labor mix. Offerors will utilize the sample estimate to propose a best value labor mix, which will be evaluated in accordance with Section M of the solicitation. This is provided as a sample personnel/labor mix, but does not necessarily represent the best value approach.The following are key personnel categories:

Program Manager (Program Manager) (full or part time) Current experience in range operations and ability to manage a complex

team effort in remote, deployed areas.

Communications Engineer (Senior Project Engineer) (full time at the Missile Defense Integration and Operations Center (MDIOC) at Colorado Springs, Colorado) Experience in communications engineering in support of data and voice communications systems necessary to support MDA missions at the MDIOC. Ability to obtain and assess communications requirements, coordinate requirements with all mission participants and design and develop communications architecture.

Communications Support (Project Engineer) (full time at the Missile Defense Integration and Operations Center (MDIOC) at Colorado Springs, Colorado) Experience in hands on technician, installation, set-up, diagnostic and trouble shooting of communication systems.

Communications (Project Engineer) (full or part time at Huntsville, Alabama, MDA Combined Test Force (CTF)) Experience in interface for flight test communication requirements. Knowledge of project/mission support for technical, financial and schedule planning including task monitoring. Familiar with communication requirements in support of design reviews including technical analysis and cost saving alternatives.

Systems Engineering (Senior Project Engineer) (full or part time or more than part time over the entire period of performance of the contract) Experience in providing systems engineering support such as mission planning, configuration and data management, and engineering

Logistics Support (Engineer) (part time) Experience in logistics support requirements as called out in the PWS paragraph 3.4.

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

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005)

(a) The level of effort estimated to be ordered during the term of this task order is 316,475 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Hours-Base Period	Hours-Option Period 1	Hours-Option Period 2	Hours-Option Period 3	Hours-Option Period 4
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted] Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually

expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of

effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

RANGE INSTRUMENTATION SUPPORT FOR

THE PACIFIC RANGE SUPPORT TEAM IN SUPPORT OF

MISSILE DEFENSE AGENCY

1.0. SCOPE

This Performance Work Statement (PWS) covers specialized technical support for range instrumentation systems for the Pacific Range Support Team (PRST), in support of the Missile Defense Agency (MDA).

The Naval Air Warfare Center Weapons Division (NAWCWD), as a member of the PRST, will be responsible to initiate the mission support requirements for the MDA.

This support includes:

Range instrumentation systems engineering, Operations and Maintenance (O&M), configuration and data management, analysis, and logistics support for range instrumentation systems in its participation in MDA missions in the Pacific/Atlantic Broad Area Test Bed (BATB) and other fixed and/or mobile locations worldwide.

Sustaining engineering and/or technical support, systems engineering, engineering, analytical, and logistics support at designated test sites or installations as well as at the contractor facility.

Augmentation of Operations and Maintenance (O&M) teams for range instrumentation systems. These systems include mobile, fixed or ship based instrumentation systems: communications, telemetry, Electro-optics/Infrared (EO/IR), and radar.

1.1. Background

1.1.1 This requirement is for a high level of technical expertise to support range instrumentation systems and equipment to high visibility and complex Test & Evaluation (T&E) operations occurring on the BATB, which consists of Department of Defense (DOD) test ranges near or in the broad Pacific/Atlantic Ocean area and other off-range remote sites and locations worldwide, where deployment and employment of range instrumentation services may be required to support MDA missions.

1.1.2 This requirement includes a variety of customers who will have a broad scope of often extremely complex test requirements. For example, the MDA established the Pacific Range Support Team (PRST) to coordinate and support its BATB operations in accordance with the Memorandum of Agreement between the MDA and PRST listed in paragraph 2.0. Range support of the PRST under the Concept of Operations PRST, listed in paragraph 2.0, requires interfacing with many other military and commercial ranges such as but not limited to the Army White Sands Missile Range (WSMR), Vandenberg Air Force Base (VAFB), Pacific Missile Range Facility (PMRF), Ronald Reagan Ballistic Missile Defense Site, and Alaska Aerospace Development Corporation (AADC).

1.2. Work Environment

1.2.1 Support will be primarily on Government (MDA and Department of Defense (DOD) Major Range Test Facility Base (MRTFB)) owned range instrumentation systems and equipment. Development of new and extensive range instrumentation systems is not a requirement.

1.2.2 It is anticipated that the majority of the work performed under this Task Order will be performed at sites located away from the contractor facility, such as geographically remote sites where the fixed and/or mobile range instrumentation systems are located including ship based range instrumentation systems. This includes DOD ranges, U.S. government owned facilities, commercial facilities, or other designated test sites and installations in the U.S. territories, BATB and worldwide.

2.0. APPLICABLE DOCUMENTATION

The following are typical documents that apply as guidance to the work under this contract. If additional documents are required during the performance of the requirement, those specific documents will be identified in the respective TDL.

2.1. Universal Documentation System Handbook (UDS) (501-97) November 1997
http://jcs.mil/RCC/manuals/uds/titlepg.htm

2.2. Memorandum of Agreement between the Missile Defense Agency and the Pacific Range Support Team Ranges, MDA M-2003-15, 2003

2.3. Concept of Operations for Pacific Range Support Team (PRST), July 2007

OPNAVINST 5239.1B, Navy Information Assurance (IA)

3.0. REQUIREMENTS

3.1. General Requirements. Anticipated work under this Task Order will consist of support in three primary areas:

1) Mission Execution Support - may consist of supporting up to 6 mobile instrumentation platforms/systems for up to three, thirty-day deployments per year, for each system. It is anticipated that the contractor will augment existing government teams with up to 6 personnel for each system per mission;

2) Operations and Maintenance (O&M) - may consist of providing O&M support for up to three mobile/fixed instrumentation platforms/systems per year. It is anticipated that the contractor will augment existing government teams with up to 5 personnel for each system per year;

3) Sustaining Support (systems engineering, engineering, analytical, logistics, Configuration Management/Documentation Management (CM/DM), mission planning). It is anticipated this may require up to 6 Full-Time Equivalents (FTEs) support per year. The labor mix will include

positions such as, program manager, senior project engineer, project engineer, engineer, technician, and word processor.

3.1.1. The support required in each of the three primary areas listed above may vary mission by mission and/or year-by-year in addition to the required personnel skill mix to satisfy customer requirements.

3.1.2. The Task Order Manager (TOM) will use Technical Direction Letters (TDL) to communicate with the contractor to formally answer technical questions and/or to give additional technical information/clarification regarding the content of this Performance Work Statement.

3.1.3. The contractor shall assemble range instrumentation support, teams and personnel to provide “surge” support capability detailed mission-by-mission. The contractor may augment existing government support teams. This includes any required training, mission planning and preparation, and deployment for mission execution support. It is expected that upon completion of the mission, the “surge” teams and personnel would not longer be required. The “surge” team would not be required to provide sustaining support between missions. The contractor may be required to and is encouraged to establish an extensive “reach back” capability within its organization and possibly team with other contractors to ensure the availability of the required skill mix and ability to provide mission-by-mission “surge” support. Clarification on mission-by-mission “surge” support will be provided via a TDL.

3.2. Detailed Requirements

3.2.1. Range Instrumentation System Support - Telemetry

3.2.1.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of various fixed and/or mobile Telemetry systems as required fulfilling test mission requirements.

3.2.1.2. The contractor shall deploy and perform on-site field system testing, troubleshooting, and repair/replacement to ensure telemetry system is in operational status to support missions. If system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s).

3.2.1.3. The contractor shall perform on-site operation of fixed and/or mobile telemetry systems to collect and record required data specified in mission specific requirement documents in support of a variety of tests. The operator in control of the system shall provide support relating to telemetry system architecture analysis, design, and operation, including but not limited to antenna control, acquisition, tracking, receiver programming. The contractor shall provide post mission data processing and data product distribution. (CDRL A002)

3.2.1.4. The contractor shall perform telemetry system engineering to configure/re-configure the fixed/mobile sensor as required to accomplish mission test objectives.

3.2.2. Range Instrumentation System Support - Communications and Frequency Monitoring

3.2.2.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of various communications and frequency monitoring systems as required to fulfill test mission requirements.

3.2.2.2. The contractor shall provide communications support for the design, operation and maintenance of voice and data circuits, and long haul communication systems and infrastructure for the missions. In addition, the contractor shall provide frequency surveillance/monitoring assignments in support of the missions. This shall include Radio frequency (RF) emission testing, and operational analysis functions on behalf of range users and other government agencies. (CDRL A002)

3.2.2.3. The contractor shall deploy and perform on-site field system testing, troubleshooting, and repair/replacement to ensure communications and frequency monitoring systems are in operational status to support missions. If system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s).

3.2.2.4. The contractor shall perform communications and frequency monitoring systems engineering to configure/re-configure equipment as required to accomplish mission test objectives.

3.2.3. Range Instrumentation System Support - Radar

3.2.3.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of various fixed and/or mobile Radar systems as required fulfilling test mission requirements.

3.2.3.2. The contractor shall deploy and perform on-site field radar system testing, troubleshooting, and repair/replacement to ensure radar system is in operational status to support the test missions. If system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s).

3.2.3.3. The contractor shall perform on-site operation of fixed and/or mobile radar systems to track, collect, and record required data specified in mission specific requirement documents in support of a variety of tests. The operator in control of the system shall provide support relating to radar system architecture analysis, design, and operation, including but not limited to antenna control, acquisition, tracking. The contractor shall provide post mission data processing and data product distribution. (CDRL A002)

3.2.3.4. The contractor shall perform radar engineering to configure/re-configure the fixed/mobile sensor as required to accomplish mission test objectives.

3.2.4. Range Instrumentation System Support - Electro-Optical and Infrared (EO/IR)

3.2.4.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of various fixed and/or mobile EO/IR systems as required fulfilling test mission requirements.

3.2.4.2. The contractor shall provide support such as but not limited to remote optical tracking and photography, high speed video, motion picture, sequential camera support, and infrared imagery for test missions. The EO/IR systems may be mobile or fixed such as on launch pads.

3.2.4.3. The contractor shall deploy and perform on-site field EO/IR system testing, troubleshooting, and repair/replacement to ensure optical systems are in operational status to support test missions. If system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s).

3.2.4.4. The contractor shall provide on-site EO/IR calibration and operation, culminating in audio/visual/IR documentary coverage of space and strategic missile activities. The contractor shall set-up and operate mobile EO/IR tracking mounts, as well as remote controlled tracking systems and record data from pre-ignition through post-launch limits of both visible and IR spectrum visibility of the missile flight. The contractor shall set-up and operate remote controlled fixed position cameras on and around the operation pad recording close in views of missile and sub-systems functions prior to ignition, during ignition, and lift off. The contractor shall provide post mission data processing and data product distribution. (CDRL A002)

3.2.4.5. The contractor shall perform EO/IR engineering to configure/re-configure the fixed/mobile sensors as required to accomplish mission test objectives.

3.2.5. Range Instrumentation System Support - Electrical Power Systems

3.2.5.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of mobile electrical power systems as required to fulfill test mission requirements for firm and back up power systems

3.2.5.2. The contractor shall deploy and perform field testing, troubleshooting, and repair/replacement of test asset power systems including but not limited to, generators, uninterruptible power supplies, and transfer switches ensuring the applicable test resource is provided the required power. If power system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s). (CDRL A002).

3.2.5.3. The contractor shall perform power system engineering to configure/re-configure the system as required to ensure the applicable test resource is provided the required power.

3.2.6. Range Instrumentation System Support - Global Positioning System (GPS) Based Tracking Systems

3.2.6.1. The contractor shall provide engineering, test, troubleshooting, repair, and operation of Translated GPS Range System (TGRS), and/or similar GPS-based systems, as required to fulfill test mission requirements.

3.2.6.2. The contractor shall operate and may be required to program/re-program TGRS/other GPS based systems receivers as well as performing field testing, troubleshooting, diagnosis, and repair if required. If system repair is required, contractor shall identify corrective action(s) needed and may be required to perform acquisition, installation, and re-test of replacement part(s). (CDRL A002)

3.2.7. Systems Engineering - Mission Planning

3.2.7.1. The contractor shall provide mission planning support to meet test mission requirements, including but not limited to performing day-to-day coordination, implementation, documentation of mission requirements, analysis, creation of deployment plans, mission count checklists, concept of operations, logistics planning. (CDRL A001)

3.2.7.2. The contractor shall coordinate, facilitate, and prepare, in the Universal Documentation System (UDS) format listed in paragraph 2.0., responses to customer support requests. In support of this task, it may be necessary for the contractor to attend and represent the government at UDS documentation reviews and other telephone conversations and meetings. The contractor may make required presentations, take, assemble, and distribute minutes that identify potential issues, problem areas, and potential areas of additional PRST involvement. (CDRL A001, A002)

3.2.7.3. The contractor shall schedule and coordinate customer testing that requires the deployment of test assets to any potential test support location. The contractor shall provide logistics management support of these assets to the test program.

3.2.8 Systems Engineering - Configuration and Data Management

3.2.8.1. The contractor shall provide configuration and data management (CM/DM) support for but not limited to pre- and post-planning activities, test execution, and pre- and post-mission data product deliverables. This shall include items such as mission data products, hardware and software architecture and versions, equipment inventories. (CDRL A001)

3.2.8.2. The contractor shall access various MDA-hosted electronic websites and portals for

download of technical documentation pertaining to the tests being scheduled and coordinated. The contractor shall assemble and distribute documentation accordingly in specified format such as MS Word, PowerPoint, PDF, MS Visio. (CDRL A001)

3.2.9. Systems Engineering - Analysis

3.2.9.1. The contractor shall support the Government by analyzing and reporting on the performance and quality of test instrumentation systems and services provided to customers assigned for support under this contract. This may result in but not be limited to; technical studies on range instrumentation systems, trade-off analysis, lessons learned, link margin analysis, spares provisioning plans, man-power and staffing assessments and recommendations. Performance under this element is naturally part of an iterative process of change and growth in that it feeds back into the test planning process for future events. (CDRL A002)

3.2.9.2. Systems Engineering – Engineering

3.2.9.3. The contractor shall perform as required engineering and possible re-engineering of applicable systems as a result of parts or technology obsolescence, new requirements, new technologies. Contractor may be required to re-design and/or upgrade hardware, software, firmware, wiring, and interfaces, at any or all of the component, unit, and/or system level. In addition, the contractor shall provide documents such as associated technical drawings, interface control documents. The contractor may also be required to integrate and test the affected system(s) for requirements compliance. (CDRL A002)

3.2.10. Systems Engineering - Operations and Maintenance (O&M)

3.2.10.1. The contractor shall provide operations and maintenance field support of fixed and/or mobile range instrumentation systems and equipment.

3.2.10.2. The contractor shall maintain instrumentation systems to ensure these systems are in an operational status to support required test missions. Maintenance can include, but is not limited to; O&M support plans and recommendations, performing regularly scheduled inspections, operation, testing, and diagnosis/repair/replacement of parts/units as required. The contractor may be responsible to maintain these instrumentation systems at their current in-field deployed locations when maintenance/repair is required. (CDRL A002)

3.2.11. Systems Engineering - Repair of Repairables

3.2.11.1. The contractor shall provide timely repair of repairable items within a specified instrumentation system. The contractor will ensure that the repair is completed such that the instrumentation system is returned to an operational status and ready to support required test missions. The contractor shall be responsible for all troubleshooting, diagnosis, repair and/or installation, and post-installation testing of both the repairable and the complete instrumentation system or subsystem. (CDRL A002)

3.3. Procurement of Range Instrumentation and Support Equipment

3.3.1. The contractor shall provide timely procurement of Range instrumentation systems and equipment, hardware, software, shelters and for replacement items as a result of system or component failure/repair, maintenance, redesign due to parts obsolescence, new requirements, spares provisioning such that the instrumentation systems are returned to operational status and ready to support required test missions. The contractor shall make arrangements for procurement, acceptance, delivery, installation, and post-installation testing. (CDRL A002)

3.3.2. The contractor shall provide timely procurement of consumable items which shall include, but not be limited to removable hard drives, data recording tapes and other recording media, film, cables, hardware, connectors, fasteners. The contractor shall make arrangements for procurement, acceptance, delivery, installation, and testing as required. (CDRL A002)

3.4. Logistics

3.4.1. The contractor shall provide for transport and movement of range instrumentation systems, equipment by ground, air, rail, and barge as appropriate to support the mission requirements. This shall include appropriate packaging and shipping, and shipping of miscellaneous items such as electronics, racks, computers by UPS, USPS, FEDEX, commercial air. The contractor shall also provide for temporary storage facilities at field or remote sites for instrumentation systems or support equipment to meet mission requirements. (CDRL A001)

3.5. Contractor Program Management, Reporting, and General Performance Requirements

3.5.1. The contractor shall establish and maintain a management system for controlling cost, schedule, and performance. The contractor shall maintain a cost accounting system that shall track and report at the Task Order level which includes any TDL (issued for clarification), with each accounting number treated as a distinctive accountable sub-element. If applicable, subtasks will be accounted for separately (to include specific accounting number tied to each sub task). Additionally, the contractor's cost accounting system shall be capable of tracking and reporting missions and sustaining support at the Work Breakdown Structure (WBS) Level 3. (CDRL A003, A005, A006)

3.5.2 For every mission or support activity performed under this order, the contractor shall, on a monthly basis, provide to the Government a Monthly Status Report, which highlights the events and accomplishments of the previous month's efforts making reference to the WBS structure above. The monthly report shall be delivered to the Government within 10 working days after end of month. (CDRL A003)

3.5.3 For every travel activity performed under this order, the contractor shall, on a monthly basis, provide to the Government a Monthly Status Report of the results of that travel. The monthly report shall be delivered to the Government within 10 working days after end of month. (CDRL A006)

3.5.4. The contractor shall obtain authorization from the Task Order Manager (TOM), or the Contracting Officer in the absence of the TOM, prior to the start of any long distance travel. Approval shall be in the form of a signed Travel Request, which denotes the intended location, mode of travel, date(s) and supporting reason. Upon approval of the travel request, the contractor is authorized to vary the dates of the itinerary by two weeks (prior and/or after the initial dates(s) approved) to accommodate Government schedule changes. (CDRL A004)

3.6. Security and Classified Data

3.6.1. During performance under this Task Order, the contractor shall comply with the DD Form 254. Additional site specific security access requirements or other unique security information, if any, will be provided with the mission details.

3.6.2. Foreign Military Sales (FMS): Contractor personnel working in support of FMS tasking shall interface or work with foreign-nation personnel as required. Those contractor personnel shall satisfactorily complete special Government-provided security training in this area when

such training is required.

3.6.3. Computer Security: Contractors with computers connected to the Government computer networks shall comply with OPNAVINST 5239.1B, Navy Information Assurance (IA), listed in paragraph 2.0.

3.6.4. Unclassified written and verbal information provided to or generated by the contractor under this Task Order will be considered to be NAWCWD business sensitive and will not be released to other agencies (public or private) without written authorization by the TOM.

3.7. Contractor Facilities

3.7.1. The contractor shall maintain a facility meets the security requirements as outlined in the DD-254 and the manual mentioned in paragraph 2.0.

4.0. TRAVEL

4.1. Frequent long distance and long duration travel is expected to occur to the following domestic and foreign locations such as, but not limited to:

U.S. DoD facilities and/or remote field site worldwide locations including ship based and foreign countries.

NAWCWD, Pt. Mugu, California (approximately 6 trips per year);

Vandenberg Air Force Base, VAFB, California (approximately 5 trips per year);

White Sands Missile Range, WSMR, New Mexico (approximately 5 trips per year);

Pacific Missile Range Facility, PMRF, Kauai (approximately 5 (30 day) deployment trips per year);

Reagan Test Site RTS, Marshall Islands, (approximately 3 trips per year);

Kodiak, Alaska, (approximately 2 (30 day) deployment trips per year);

Naval Air Station, NAS, Whidbey Island, (approximately 2 (30 day) deployment trips per year);

Huntsville, Alabama, (approximately 12 trips per year);

Washington, D.C., (approximately 2 trips per year);

Colorado Springs, Colorado, (approximately 5 trips per year);

SECTION D PACKAGING AND MARKING

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

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.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SECTION E INSPECTION AND ACCEPTANCE

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Task Order Manager or his duly authorized representative.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

[redacted]

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

[redacted]

[redacted] to be performed hereunder will be provided at (insert specific address and building etc.)

SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than once every two weeks based on the allowable cost. The amount of each such installment shall be determined by multiplying the number of hours incurred times the fixed fee hourly rate for Satisfactory performance. The fixed fee hourly rate for Satisfactory performance is $[TBD] per direct labor hours.

(b) Evaluation of the contractor's performance will be made in accordance with the Quality Assurance Surveillance Plan (QASP). In the event that the contractor's performance is determined to be Marginal or Unsatisfactory, excess payments previously made on account of fee during the evaluation period shall be repaid by the contractor. The fixed fee hourly rate for Marginal performance is $[TBD]. Unsatisfactory performance shall earn no fixed fee.

(c) The contractor shall submit written notification to the Contracting Officer at the conclusion of each evaluation period. Notification may coincide with the end of the contractor's nearest accounting period. Notification shall include a one-page self-assessment and the number of hours incurred during the evaluation period.

(d) Payment shall be made in accordance with FAR Clauses 52.216-7, “Allowable Cost and Payment”, and 52.216-8, “Fixed Fee”.

(e) Fixed fee related to any hours from the base period that are rolled over into the option, if exercised, shall be combined with the fixed fee for the option to determine a new fixed fee hourly rate.

(f) In the event of termination of the work in accordance with the FAR Clause 52.232-22, “Limitation of Funds”, the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(g) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(h) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

Note: The fixed fee hourly rate will be updated upon exercising the option periods.

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	N68936
Admin Office DODAAC:	S0602A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	Enter Inspector DODAAC, or leave blank
Ship To DODAAC (for Combo), Service Approver DODAAC (Cost Voucher)	N68936
DCAA Office DODAAC (Used on Cost Voucher's only):	S0602A
Paying Office DODAAC:	HQ0339

(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
Jeffrey Collom	jeffery.collom@navy.mil	805-989-9787	Task Order Manager
Roxanne Diaz	roxanne.diaz@navy.mil	805-989-7964	Funds Manager
Annie Turnbaugh	anne-marie.turnbaugh@navy.mil	760-939-2866	Contract Specialist

Task Order Manager (TOM)
Jeffrey Collom
Bldg 53A, room 110
Point Mugu, CA 93555
jeffrey.collom@navy.mil
805-989-9787

Contracting Officer
Debbie McKellar
429 E. Bowen Rd MS 4015
China Lake, CA 93555
deborah.mckellar@navy.mil
760-939-9661

Contract Specialist
Annie Turnbaugh

429 E. Bowen Rd MS 4015
China Lake, CA 93555
anne-marie.turnbaugh@navy.mil
760-939-2866

Defense Contract Audit Agency (DCAA)
TBD

Defense Contract Management Activity (DCMA)
DCMA Denver
Denver Federal Center Building 16, 6th Avenue and Kipling Street
P.O. Box 25586
Denver, CO 80225-0586

Diane Beck (ACO)
Diane.Beck@dcma.mil
719-540-7802

Kelly Mueller (CA)
Kelly.Mueller@dcma.mil
719-540-7821

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “FIXED FEE”, are as follows:

ITEM(S)	ALLOTTED TO FIXED FEE
[redacted]	[redacted]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “LIMITATION OF FUNDS” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE+
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[redacted]MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Jeffrey Collom

Code: 52000ME

E-mail: jeffrey.collom@navy.mil

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Mailing Address: 53A, Room 110 Point Mugu, CA 93042

Telephone: 805-989-9787

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

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

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2007)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: TBD

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [TBD] or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at http://www.dod.mil/dfas/contractorpay/myinvoice.html

Accounting Data

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

(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 [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

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

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

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

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

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

it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (OCT 2005)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL:

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of COR.

(5) The specific direction provided to the contractor.

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the price, fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the Contracting Officer thereof in writing, with a copy to the COR, within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance

to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by Jeffrey Collom, TOM, 52000ME in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(h) The COR must provide a copy of the TDL to the Contracting Officer and the Administrative Contracting Officer (If contractor had on-site DCMS) within two (2) days of issuance.

(i) The COR must retain a copy for the files.

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

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

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

(c) The contractor agrees that during the first 12 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably

forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

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

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

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

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good 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

SECTION I CONTRACT CLAUSES

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

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 within 10 days.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed *None or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

*Insert either "zero" or the dollar amount agreed to during negotiations.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contracts awarded as a result of this solicitation will be a [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

The contractor shall not acquire any single item or system or issue any single purchase order valued at $15,000 or more without a proposal to do so and a written approval of the TOM and the Procuring Contracting Officer.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[redacted]

52.222-41 Service Contract Act (1965)

52.251-1 -- Government Supply Sources (Apr 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be “Government-furnished property,” as distinguished from “Government property.” The provisions of the clause entitled “Government Property,” except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

SECTION J LIST OF ATTACHMENTS

Attachment 1-Quality Assurance Surveillance Plan (QASP)

Attachment 2-Contract Security Classification Specifications, DD254

Attachment 3- PRST ConOps

Attachment 4- PRST MOA

Attachment 5- Area Wage Determination

Exhibit A- Contract Data Requirements CDRLs

Attachment 6 Contract Security Classification Specifications, DD254 Revision 001

Attachment 7 Contract Security Classification Specificatoins, DD254 Revision 003