AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) — RATING: DO-A1 — PAGE 1 OF 52

2. CONTRACT (Proc. Inst. Ident.) NO.: N68936-04-D-0015

3. EFFECTIVE DATE: 01 Mar 2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 0010063583

5. ISSUED BY — CODE N68936
CDR NAWCWD CODE 230000E
ATTN: G. TRIMBLE
(805) 989-4384
575 "I" AVE, SUITE 1, BLDG 65
POINT MUGU CA 93042-5049

6. ADMINISTERED BY (If other than Item 5) — CODE
See Item 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
LOCKHEED MARTIN CORPORATION
DAWN COX
DBA: NAVAL ELECTRONICS & SURVEILLANCE SYSTEMS
3333 PILOT KNOB ROAD
EAGAN MN 55121

CODE 90536 — FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: — ITEM

11. SHIP TO/MARK FOR — CODE
SEE SCHEDULE

12. PAYMENT WILL BE MADE BY — CODE N68688
DFAS - CLEVELAND CENTER & OPLOCS
SAN DIEGO
4181 RUFFIN ROAD
SAN DIEGO CA 92123-1819

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $79,992.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-03-R-0075 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
NATHAN J SIMPSON / PROCUREMENT CONTRACTING OFFICE

19B. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Nathan Simpson (Signature of Contracting Officer)

20C. DATE SIGNED: 25-Feb-2004

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: Gary Trimble
Phone: (805) 989-4384
DSN: 351-4384
FAX: (805) 989-0561
Email address: gary.trimble@navy.mil

U.S Postal Service Mailing Address:

COMMANDER
CODE 230000E (Gary Trimble - 805-989-4384)
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 230000E (Gary Trimble)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001			Lot		
	Engineering Technical Services				
	T&M - BASE PERIOD, (Period of performance: 1 March 2004 to 30 September 2004) Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.				
	MILSTRIP N6893604RXP0709				
	PURCHASE REQUEST NUMBER 0010063583				
				TOT MAX PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA		1.00	Lot	$65,444.00	$65,444.00
	Engineering Technical Services				
	T&M - BASE PERIOD, (Period of performance: 1 March 2004 to 30 September 2004) Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.				
				TOT MAX PRICE	$65,444.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB		1.00	Lot	$14,548.00	$14,548.00
	OTHER DIRECT COSTS				
	T&M - BASE YEAR PERIOD, (Period of performance: 1 March 2004 to 30 September 2004) for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.				
				TOT MAX PRICE	$14,548.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002			Lot		

Engineering Technical Services

T&M - OPTION PERIOD ONE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

MILSTRIP N6893604RXP0709

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA		1.00	Lot	$119,225.00	$119,225.00

Engineering Technical Services

T&M - OPTION PERIOD ONE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

TOT MAX PRICE $119,225.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB		1.00	Lot	$15,792.00	$15,792.00

OTHER DIRECT COSTS

T&M - OPTION PERIOD ONE, for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.

TOT MAX PRICE $15,792.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003			Lot		

Engineering Technical Services

T&M - OPTION PERIOD TWO, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

MILSTRIP N6893604RXP0709

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA		1.00	Lot	$125,402.00	$125,402.00

Engineering Technical Services

T&M - OPTION PERIOD TWO, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

TOT MAX PRICE $125,402.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB		1.00	Lot	$15,765.00	$15,765.00

OTHER DIRECT COSTS

T&M - OPTION PERIOD TWO, for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.

TOT MAX PRICE $15,765.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004			Lot		

Engineering Technical Services

T&M - OPTION PERIOD THREE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

MILSTRIP N6893604RXP0709

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA		1.00	Lot	$130,330.00	$130,330.00

Engineering Technical Services

T&M - OPTION PERIOD THREE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

TOT MAX PRICE $130,330.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB		1.00	Lot	$15,765.00	$15,765.00

OTHER DIRECT COSTS

T&M - OPTION PERIOD THREE, for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.

TOT MAX PRICE $15,765.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005			Lot		
	Engineering Technical Services T&M - OPTION PERIOD FOUR, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2. MILSTRIP N6893604RXP0709				
				TOT MAX PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		1.00	Lot	$136,072.00	$136,072.00
	Engineering Technical Services T&M - OPTION PERIOD FOUR, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.				
				TOT MAX PRICE	$136,072.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB		1.00	Lot	$15,765.00	$15,765.00
	OTHER DIRECT COSTS T&M - OPTION PERIOD FOUR, for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.				
				TOT MAX PRICE	$15,765.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006			Lot		

Engineering Technical Services

T&M - OPTION PERIOD FIVE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

MILSTRIP N6893604RXP0709

TOT MAX PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA		1.00	Lot	$59,141.00	$59,141.00

Engineering Technical Services

T&M - OPTION PERIOD FIVE, Contractor Engineering and Technical Services (CETS) for the purpose of providing non-personal services in support of informing, instructing and training Navy Personnel in the installation, operation and maintenance of AN/AYK-10B and AN/AYK-23 Airborne Digital Computer, and a carrier-based tactical support system in support of the S-3 Aircraft Program in accordance Attachment 1, CFS Task Descriptions, and covering all Task Sites listed in Attachment 2.

TOT MAX PRICE $59,141.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB		1.00	Lot	$13,926.00	$13,926.00

OTHER DIRECT COSTS

T&M - OPTION PERIOD FIVE, for maximum estimated ODC's costs, to include both travel costs and household moving costs, inlcuding G&A if applicable, for all employees directly supporting the Task Sites listed in Attachment 2.

TOT MAX PRICE $13,926.00

CLAUSES INCORPORATED BY FULL TEXT

LABOR CATEGORIES, LABOR HOURS AND LABOR RATES

Contract Line Item Numbers (CLIN) 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA are the Labor Hour CLIN's. CLIN's 0001AB, 0002AB, 0003AB, 0004AB, 0005AB, 0006AB are the CLIN's for travel and relocation costs.

NOTE:
The contractor can use the negotiated number of Task Site Man-Days, Carrier-Afloat Man-Days, Hourly Labor Hours, and Overtime Labor Hours, and 2nd/3rd shift man-day rate across all of the task sites and negotiated labor categories as needed to perform the required work.

BASE PERIOD CLIN 0001AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	147	$412.88	$60,693

BASE PERIOD CLIN 0001AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	9	$527.92	$4,751

BASE PERIOD CLIN 0001AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$51.61	

BASE PERIOD CLIN 0001AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$51.61	

BASE PERIOD CLIN 0001AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$443.68	

BASE PERIOD CLIN 0001AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b(4)	b(4)	$1,852
RELOCATION	b(4)	b(4)	$12,696
MAX TOTALS (NOT TO EXCEED)	b(4)		$14,548

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

OPTION PERIOD 1 CLIN 0002AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	252	$439.92	$110,860

OPTION PERIOD 1 CLIN 0002AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	15	$557.68	$8,365

OPTION PERIOD 1 CLIN 0002AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$54.99	

OPTION PERIOD 1 CLIN 0002AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$54.99	

OPTION PERIOD 1 CLIN 0002AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$472.80	

OPTION PERIOD 1 CLIN 0002AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b(4)	b(4)	$3,158
RELOCATION	b(4)	b(4)	$12,634
MAX TOTALS (NOT TO EXCEED)	b(4)		$15,792

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

OPTION PERIOD 2 CLIN 0003AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	252	$462.88	$116,646

OPTION PERIOD 2 CLIN 0003AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	15	$583.76	$8,756

OPTION PERIOD 2 CLIN 0003AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$57.86	

OPTION PERIOD 2 CLIN 0003AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$57.86	

OPTION PERIOD 2 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$497.36	

OPTION PERIOD 2 CLIN 0003AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b (4)	b (4)	$3,153
RELOCATION	b (4)	b (4)	$12,612
MAX TOTALS (NOT TO EXCEED)	b (4)		$15,765

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

OPTION PERIOD 3 CLIN 0004AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	252	$481.12	$121,242

OPTION PERIOD 3 CLIN 0004AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	15	$605.84	$9,088

OPTION PERIOD 3 CLIN 0004AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$60.14	

OPTION PERIOD 3 CLIN 0004AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$60.14	

OPTION PERIOD 3 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$517.04	

OPTION PERIOD 3 CLIN 0004AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b (4)	b (4)	$3,153
RELOCATION	b (4)	b (4)	$12,612
MAX TOTALS (NOT TO EXCEED)	b (4)		$15,765

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

OPTION PERIOD 4 CLIN 0005AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	252	$502.32	$126,585

OPTION PERIOD 4 CLIN 0005AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	15	$632.48	$9,487

OPTION PERIOD 4 CLIN 0005AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$62.79	

OPTION PERIOD 4 CLIN 0005AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$62.79	

OPTION PERIOD 4 CLIN 0005AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$539.92	

OPTION PERIOD 4 CLIN 0005AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b(4)	b(4)	$3,153
RELOCATION	b(4)	b(4)	$12,612
MAX TOTALS (NOT TO EXCEED)	b(4)		$15,765

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

OPTION PERIOD 5 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES SITE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF SITE MAN-DAYS	SITE MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	105	$524.44	$55,171

OPTION PERIOD 5 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES CARRIER-AFLOAT			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF CARRIER-AFLOAT MAN-DAYS	CARRIER-AFLOAT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL	6	$661.68	$3,970

OPTION PERIOD 5 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES HOURLY RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	SITE MAN-HOUR RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$65.68	

OPTION PERIOD 5 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES OVER TIME			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	OVER TIME RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		$65.68	

OPTION PERIOD 5 CLIN 0006AA	ENGINEERING AND TECHNICAL SUPPORT SERVICES 2nd/3rd SHIFT RATE			
LABOR CATEGORY	TASK SITE LOCATION	EST NUMBER OF HOURS	2nd/3rd SHIFT MAN-DAY RATE	MAX PRICE
SENIOR FIELD ENGINEER	NAS Jacksonville, FL		*$564.72	

OPTION PERIOD 5 CLIN 0006AB	OTHER DIRECT COSTS (IN DOLLARS)		
	EST AMOUNT	G&A RATE	TOTAL
TRAVEL	b(4)	b(4)	$1,314
RELOCATION	b(4)	b(4)	$12,612
MAX TOTALS (NOT TO EXCEED)	b(4)		$13,926

*2nd shift – if an employee begins work no earlier than 12:59 PM and no later than 8:59 PM
3rd Shift – if an employee begins work no earlier than 9:00 PM and no later than 4:59 AM
(note that the hours for 2nd/3rd shift must be agreed upon by the user at the site location)

LIMITATION OF GOVERNMENT LIABILITY

(a) The Government shall not be obligated to pay to the Contractor with respect to services or other costs under a task order issued hereunder, any amount in excess of the total dollar amount allotted to such order. The Contractor shall not be obligated to continue furnishing services under any task order beyond the point where, in the Contractor's judgment, the total amount payable by the Government, in the event of termination of the order under the Termination provision hereof, would exceed the total amount allotted to the task order.

(b) In the event that the Contractor considers funds allotted to any task order inadequate to cover the work required, the Contractor shall notify the Commanding Officer, NATEC in writing forty-five (45) calendar days before the work will reach a point where the total amount payable by the Government in the event of termination under the Termination provision hereof would approximate 100% of the total amount allotted to the task order. The notice shall state the estimated date when such point will be reached and the estimated amount of funds required to continue performance.

(c) If after such notice, additional funds are not allotted to the task order by the date specified in such notice, upon request of the Contractor The Commanding Officer, NATEC will terminate the work under the task order pursuant tot eh Termination provision hereof.

(d) At any time prior to termination, and with the Contractor's consent after notice of termination, the Government may allot additional funds to an order by giving written notice to the Contractor specifying the amount of the increased allotment. When and to the extent that the amount of funds allotted to a task order has been increased as above provided, the price of services performed in excess of the funds allotted to a task order prior to such increase shall be allowable to the same extent as if such performance had taken place after such increase.

AVAILABILITY OF FUNDS

It is understood and agreed that any task order, or amendment thereto, which orders services to be performed hereunder during the period of this contract, shall contain the provision in Section I of this contract:

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

The contract will be amended to allot funds and provide for billing for costs incurred, provided appropriate funds are made available. The Contractor may return any such task order or amendment and refuse performance or continuance of the work or services called for in such order or amendment, aif the Contractor does not elect to proceed herewith. For the purposes of this clause, the Ordering Officer is the duly authorized representative of the Contracting Officer.

5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (NOV 1999)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

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

(1) The level of effort the Contractor expects to incur under any 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

(2) The level of effort required to perform a particular 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 ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

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

(1) 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 CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost underrun, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

SECTION C Descriptions and Specifications

CONDITIONS OF CONTRACT

(a) The Contractor shall be guided by the NATEC Engineering and Technical Services (ETS) Administration Management Manual (NAESUINST 5400.1N) in administration matters incident to performance of the tasks, where such matters are not covered in the contract schedule. Tasks hereunder which must be performed outside the Continental United States shall be subject to the provisions of OPNAV Instruction 5720.3D, and all other appropriate regulations, orders and instructions of the Secretary of the Navy, the Department of the Navy, or the Department of Defense. The Contractor shall instruct each representative to familiarize himself with the provisions contained in the aforementioned documents. Requests for certificates of identification and other credentials for Contractor representatives shall be made in accordance with said documents.

(b) The Government shall have the right hereunder to order delivery of services for performance of tasks in areas which have been designated by the Department of Defense as subject to hostile fire, or at locations where the Contractor representative is subject to actual hostile fire as established and defined by current Department of Defense Directives.

(c) Contractor representatives assigned to perform tasks hereunder at locations outside the Continental United States shall be accredited to the United States Navy, shall be given proper credentials and identification cards and shall be subject to such regulations as have been or may hereafter be issued by the United States Government regarding Contractor representatives serving with the United States Armed Forces in foreign theaters of operation.

(d) To avoid unnecessary delays at the port of embarkation, the Contractor is responsible for ensuring that personnel designated to perform under this contract have the proper security clearance, passports and visas and have met the immunization requirements for the area to which they are assigned. Contractor personnel reporting for overseas assignments without the proper passport, visa, security clearance and/or inoculations are not considered to be fully qualified to perform their assignments. No compensation for services will be allowable under this contract until the time needed to process the above items is completed.

(e) With respect to Contractor representatives not accompanied by dependents, Government quarters, if available, shall be utilized on overseas assignments (that are outside of the continental United States). Whether or not such quarters will be considered available shall be determined in accordance with the criteria set forth below:

(i) Government quarters shall be considered available if accommodations suitable for a Commissioned officer are assigned.

(ii) The Government shall have six (6) weeks after the reporting date of an employee to assign accommodations suitable for a commissioned officer, in the event such accommodations are not assigned within the said (6) weeks, Government Quarters shall be considered unavailable.

(iii) In the event Government Quarters are made available after an employee has been utilizing commercial quarters for a period of six (6) weeks or more after the reporting date, the employee may elect to utilize such Government quarters, however, utilization of Government Quarters is not mandatory.

(iv) Notwithstanding (i) and (ii) above, in the event of occupancy of any Government quarters requested by an employee, the said Government quarters shall be considered adequate and available.

(v) Notwithstanding (i) and (ii) above, in the event of voluntary occupancy by an employee of furnished Government quarters for a period in excess of six (6) weeks, the said quarters shall be considered adequate and available.

(vi) Quarters furnished while embarked in a naval vessel shall be considered adequate and available.

(f) The Contractor shall have the right to remove or replace his personnel assigned to perform tasks hereunder

pursuant to any order for services and to substitute other qualified personnel in lieu thereof, provided that such removal or replacement shall not be due cause for a break in services being furnished or additional costs to the Government and that such removal or replacement shall have been brought to the attention of the Commanding Officer, NATEC. Any removals or replacements for the convenience of the Contractor, including time of travel and training costs for replacement personnel, shall be at the Contractor's expense. The Contractor -shall notify the Commanding Officer, NATEC approximately thirty (30) days prior to such change so that orderly processing of task description letter and related security and administrative details may be accomplished. Removals and replacements of Contractor personnel shall be at the expense of the Contractor except when such removal or replacement is for reasons as follows:

(i) Employees whose removal or replacement is necessitated by circumstances beyond the control of the Contractor, except employee resignations or walking off the job, shall be replaced at the current man day rate in the contract with no relocation expenses to the Government.

(ii) Employees removed as a result of task cancellation or completion of services hereunder. The Government will notify the contractor at least fifteen (15) days prior to the cancellation or termination of any task.

(iii) Removal or replacement of employees performing tasks hereunder who have been continuously performing tasks-under this contract, or the immediate prior NATEC technical services contract for the same task, at a single location for a continuous period of thirty-six (36) or more consecutive months.

(g) Upon any finding of unsatisfactory performance of the task by the inspector designated hereunder, the Commanding Officer, NATEC, may upon written notice of such findings to the Contractor, direct the Contractor to cease further performance of the task in whole or in part. Any entitlement to reimbursement for services performed pursuant to any order for services hereunder shall cease upon receipt of such notice by the Contractor. In the event a finding of unsatisfactory performance of the task is based upon an act or acts by Contractor employee or employees that, are unlawful; in violation of Government regulations, or that constitute habits or traits of character which are prejudicial to good order and discipline, the Contractor shall be permitted to replace such employee or employees or may be directed to do so depending upon the severity of the situation. Any instance of unsatisfactory performance that results in removal of the employee, the contractor shall replace the employee at the current man day rate in this contract. Such removal will not entitle the Contractor to reimbursement for travel or time of travel connected with such removal.

MAN DAY RATES AND PER DIEM

The Government will pay to the Contractor as full compensation for services rendered in performance of this contract, time and overtime rates listed in Section B (which rates are based on the following definitions), plus the various direct cost limitations listed in Section B as further qualified in other paragraphs of this Section C.

(a) Straight Time: A normally scheduled forty (40) hour workweek or a reduced workweek. A normally scheduled forty (40) hour workweek shall consist of five (5) eight (8) hour days per week. A week is a period of seven (7) consecutive days commencing on the first day of the normally scheduled workweek, Monday. A reduced work week shall consist of forty (40) hours less the amount of time off for vacation leave, sick leave, and/or any of the ten (10) holidays, provided however, such time off occurs on a day that the Contractor's employee's normally work. The man day rates for straight time shall cover all expenses, prorated vacation and/or emergency leave, sick leave, holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day and Christmas), applicable insurance of all kinds, general and administrative expense, salaries of personnel (including support personnel), and profit; excluding any and all costs which are directly reimbursable in accordance with other paragraphs of this section.

(b) Overtime is generally defined as work in excess of eight (8) hours in one day and work in excess of forty (40) hours in one week for the regular schedule, or in the case of the compressed work schedule (CWS), work in excess of ten (10) hours in one day and work in excess of eighty (80) hours in two weeks, not accounted for under (i) above, or work in excess of a reduced work week not accounted for under (i) above.

(c) Carrier Afloat Man-Day Rate: The contractor shall use a Carrier Afloat man-day rate in such a manner as to compensate individuals for sea duty that may occur (including any excess of eight [8] hours in a day or excess of five [5] days in a week). The Carrier Afloat man-day rate shall be billable on a man-day basis, Monday through Friday only. The Carrier Afloat rate is only used when the contractor's representative is providing services on a carrier while at sea; it is not used for services provided while the carrier is in port.

(d) Payment for Overtime - payment under this contract shall not include any amounts of overtime premiums, except to the extent that they either are:

(i) Approved in writing by Commanding Officer, NATEC, on behalf of the Government, or

(ii) Paid for the following type of 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) In the performance of test, industrial process, laboratory procedures, loading or unloading of transportation media, and operations in flight, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or

(4) Which will result in lower overall cost to the Government.

(e) Subsistence and Lodging for Temporary Duty (TDY) Assignments - will be paid to the Contractor on an actual basis up to the maximum amounts listed for each TDY assignment location in accordance with the most recent Joint Travel Regulation allowances and terms of this contract. All such costs shall be subject to review of allowability and allocability and approved by NATEC prior to payment.

DEFINITION OF MAN DAYS AND SERVICES

(a) The services to be performed pursuant to any task ordered hereunder shall be accomplished during the period set forth in Section F of the Schedule, but the time of starting and ending performance of the task shall be as set forth in the order for services. For the purpose of this Section, the term "services" shall be considered to include:

(i) Any period during which a Contractor representative is delayed or prevented from performing any task ordered hereunder where and if such delay or nonperformance is the result of causes beyond the control of said representative or the Contractor.

(ii) Except as provided in the Clause entitled "Conditions of Contract", any time of travel with due celerity for Contractor representatives to proceed to the site or sites for the performance of tasks hereunder, for transfer between task sites, and for return of such representatives to the Contractors plant upon completion or termination of a task, including any period of waiting when and if such delay in travel, is the result of causes beyond the control of the Contractor's representative.

(1) Time of travel with due celerity, is defined as the time required for travel by commercial or Government aircraft unless either (a) transportation by commercial or Government aircraft is not available or (b) travel by other means is deemed to be in the best interest of the Government.

(2) If a task ordered under this contract requires services to be performed outside the Continental United States, the domestic rates specified in the Schedule are applicable to that portion of the time necessary for travel between the contractor's plant and the overseas site (that is outside of the continental United States) which is spent within the Continental United States.

(b) Vacation time and/or emergency leave, sick leave, the ten national and/or legal holidays (New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving and Christmas), training for representatives if required, and any Contractor designated holidays observed by his representatives at the task site, are considered indirect costs and such day shall not be directly billable against any task ordered hereunder.

TRAVEL, HOUSEHOLD MOVING AND RELOCATION EXPENSES

The Contractor shall be reimbursed for travel expenses, household-moving expenses, and relocation expenses incurred by its representatives performing tasks ordered under this contract. Reimbursement for these expenses will be at actual cost, subject to the terms and conditions of this contract, and as further implemented by NAESU Administrative Management Manual for Engineering Technical Services (NAESUINST 5400.1N). In the event of conflicting practices or limitations of reimbursement, this contract will be the prevailing document. Section B of this contract, contains the estimated reimbursable expenses.

(a) When available the Contractor shall direct employees performing tasks ordered hereunder to utilize Government transportation within the continental United States. If such Government transportation is not readily available, transportation may be made by commercial carrier or privately owned automobile and the cost paid by the Contractor, subject to reimbursement in accordance with subparagraph (c) below on presentation of properly certified Reimbursable Expense Claim as required under Section G hereof.

(b) In the event a task ordered hereunder requires travel overseas that is outside of the continental United States, the Government will furnish in addition to necessary transportation within the continental United States, all transportation from the Port of Embarkation in the continental United States to the site of work, between sites of work, and return to the Port of Entry in the continental United States. In the event that the Government Agency furnishing the transportation by Government Carrier requires payment, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. If such Government transportation is not available, transportation may be made by commercial carrier.

(c) When domestic and overseas travel (outside of the continental United States) is by Government or Commercial Carrier, the Government will reimburse the Contractor on the basis of actual cost, and when such travel is performed by private automobile, the Government will reimburse the Contractor at a fixed rate in accordance with the current Joint Travel Regulations rate per mile plus road, ferry and bridge toll, provided that:

(i) In the event Government transportation is available but not utilized, payment for transportation costs shall be limited to the amount of transportation cost incurred had Government transportation been utilized, or the actual transportation costs whichever is lower; and

(ii) Transportation by private or rental automobile is determined to be in the best interests of the Government.

(iii) When travel is performed by private automobile, reimbursable mileage hereunder shall be computed in accordance with the current issue of Rand McNally Standard Highway Mileage Guide.

(d) The cost of transportation reimbursable in the preceding paragraphs (a) through (c) includes only such cost of transportation as are incurred by Contractor's employees in performance of tasks ordered hereunder. Transportation shall be deemed to include travel for Contractor representatives to proceed to site or sites for performance of tasks hereunder, for transfer between task sites and for return of such representatives to contractor's plant upon completion or termination of task, except when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract." The Contractor shall not be reimbursed as a (direct or indirect) charge under this contract for any costs of transportation for on-base travel at U.S. Military Installations, or for daily travel to and from work.

(e) In the event a task ordered hereunder requires performance at a location-within the continental U.S. for a period of twelve (12) months or more, the Contractor shall be reimbursed for costs of travel and time of travel as set forth in subparagraphs (a) through (d) above, and for actual costs incurred in movement or storage of personnel

effects of individual contractor representatives performing there under; provided that in no event shall costs be reimbursed for shipment of personnel effects in excess of 12,000 pounds, based on release at lowest evaluation, or for storage in excess of thirty (30) days or be contrary to FAR 31. Per diem in lieu of reimbursement for household move shall not be allowable for tasks requiring performance in the continental U.S. (CONUS) for periods of twelve (12) months or longer unless authorized by the Commanding Officer, NATEC. Subsistence and lodging costs at the contractor representative's permanent duty station within CONUS shall not be reimbursed unless specifically authorized by other provisions of this contract.

(f) On completion or cancellation of any task ordered hereunder performed within the continental United States, the Contractor will be reimbursed for cost of time and travel of the representative; and for movement and storage of personnel effects as set forth in subparagraph (e) above from location of task performance to Contractor's plant, except as set forth in subparagraph (g) below and the Section C clause entitled "Conditions of Contract".

(g) In the event the Contractor is reimbursed for transportation and moving costs under provisions of subparagraphs (e) above and subsequently removes the technical representative under provisions of the Section C clause entitled "Conditions of Contract", paragraph (f), for convenience of the Contractor, the amount of such reimbursement shall be returned to the Government unless a replacement representative is furnished and all costs incident to such replacement are borne by the Contractor.

(h) The Contractor shall not be reimbursed for movement or storage of personal effects of technical representatives nor for relocation allowances when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract".

(i) When tasks require performance outside the Continental United States, the Government will not reimburse the Contractor for any relocation costs other than the cost of travel and time of travel of the Contractor representatives assigned to perform under the ordered task.

(j) Nothing contained herein and notwithstanding FAR 31.205-35 (Relocation costs), shall be construed as imposing an obligation on the Government to reimburse the Contractor for any expenses involving transportation, relocation, subsistence, lodging, travel, and similar expenses of persons other than Contractor representatives assigned to perform task ordered hereunder. Accordingly, unless otherwise stated, only the contractor employee (and not members of the immediate family) will be reimbursed for relocation or travel costs according to the terms of this contract.

SERVICES FURNISHED BY THE GOVERNMENT

(a) Use of Government communication facilities is authorized for the exchange of messages between Contractor personnel and the Contractor, where and when available and if the Contractor is unable to procure commercial communication services, but the use therefore shall be subject to the regulations of the Representatives of the Government in charge thereof.

(b) Contractor employees will be authorized the use of local Government telephone facilities (except DSN) on a no-charge basis. The authorization shall be limited to official business telephone calls as required in the direct performance of services under this contract. Use of telephones hereunder shall be in accordance with the same local directives as are applicable to Government employees.

(c) Use of DSN capability is not authorized.

NATEC (NAESU) POLICY GUIDE

The NAESU Administrative Management Manual for Engineering Technical Services NAESUINST 5400.1N dated 18 August 1998, referred to herein by title or NAESUINST 5400.1N is hereby incorporated into this contract by reference. In the event of conflicting practices or limitations, this contract will be the prevailing document.

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instruction, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001

INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all services performed pursuant to task(s) ordered hereunder shall be made by the Commanding Officer, NATEC, or his/her representative and shall be based on satisfactory performance of the services identified in the Specification and Task Descriptions, Attachments 1&2.

(a) The Certificate of Services (Attachment 4) is used to document acceptance and satisfactory performance of the Contractor's representative. The certifying officer will annotate the Certificate of Services as to any reported information which cannot be certified or is incorrect. The certifying officer is the Federal Officer at the site of task performance responsible for ensuring that the task is properly performed. The certifying officer is normally the NATEC Officer in Charge at the NATEC Detachment to which the task is assigned. If there is not a NATEC Detachment at the task site, then the maintenance officer of the user activity utilizing the services at the task location will normally be the certifying officer.

(b) The COR shall rely on the certifying officer's certification of the information contained in the Certificate of Services for verification of what services were actually provided to the Government. The Certification of Services will also serve as substantiation that the services provided were satisfactory.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT PERIOD OF PERFORMANCE (SPECIFIC DATES)

Any contract awarded as a result of offers submitted under this solicitation shall extend from 01 March 2004 through 30 September 2004, (CLIN 0001). Services under any task order issued hereunder shall not be furnished beyond the period of duration of this contract, unless the terms of this contract has been extended by mutual agreement of the parties.

CONTRACTOR PERFORMANCE UNDER TASK/DELIVERY ORDER

The contractor shall perform as set forth in task/delivery orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated man-hours for each labor category in the task/delivery order(s), the contractor may increase or decrease the man-hours for designated labor categories as deemed necessary in order to satisfactorily perform the task/delivery order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is subsequently increased by modification.

F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)

(1) The period of performance for CLIN(s) 0002 is option one beginning 1 October 2004 and ending 30 September 2005. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000).

(2) The period of performance for CLIN(s) 0003 is option two beginning 1 October 2005 and ending 30 September 2006. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000).

(3) The period of performance for CLIN(s) 0004 is option three beginning 1 October 2006 and ending 30 September 2007. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000).

(4) The period of performance for CLIN(s) 0005 is option four beginning 1 October 2007 and ending 30 September 2008. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000).

(5) The period of performance for CLIN(s) 0006 is option five beginning 1 October 2008 and ending 28 February 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000).

TIME AND PLACE OF PERFORMANCE

(a) The specific tasks to be accomplished hereunder, by the contractor shall be performed at such place or places, within or without the continental United States, as stated on written orders for delivery issued during the term of this contract in accordance with paragraph (b) hereof. (Continental United States is herein defined as the forty-eight contiguous states and the District of Columbia, excluding Alaska and Hawaii.)

The normal work sites for the Engineering Technical Representatives shall be U.S. Naval Air Station, Jacksonville, FL (one representative). Specific tasks may be required at other locations in accordance with provisions elsewhere in this clause. Such tasks may be required within or without CONUS. Such requirements shall be initiated by the issuance of task orders, either written or orally, to be confirmed in writing.

(b) The contracting officer shall notify the contractor, by written order for delivery, of the specific tasks to be performed. Such order shall include: (i) Date of Order; (ii) Contract Number and Order Number; (iii) Accounting and Appropriation Data; (iv) Description of Tasks to be performed within the scope of the contract; (v) Place or places of performance; (vi) Delivery schedule and reports required of the contractor not elsewhere stated in the contract; (vii) Period of time in which services are to be performed; (viii) DD254 (Contract Security Classification Spec), if applicable; (ix) Such other provisions as may be necessary for inclusion in the order in accordance with terms of the contract. The contractor, promptly after receipt of an order for delivery requesting performance of a task hereunder, shall furnish in writing to the Commanding Officer, NATEC, the name of each employee assigned by the Contractor to perform the task, certification of his qualifications and experience, his security clearance, and such other pertinent non-personal information as the Commanding Officer, NATEC, may request.

(c) Upon receipt of the above written order for delivery, the Contractor shall furnish appropriate employee or employees necessary to perform the task as set forth in the order. If the Contractor does not have qualified employees available to perform the task upon receipt of the order for delivery, the Contractor shall promptly notify the Commanding Officer, NATEC to that effect, and shall specify the earliest date when qualified employees will be available.

(d) The Contractor shall be responsible for selecting employees who are well qualified to perform the task, supervising techniques used in performance of the task and keeping their employees informed of all improvements, changed and methods of operation.

(e) Oral/Telecommunicated task orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an Oral /Telecommunicated order and shall be confirmed by issuance of a written delivery order on form DD 1155 within ten (10) working days.

(f) Modifications of Task Orders: Task orders may be modified by the Ordering Officer. Modifications to task orders shall include the information set forth in paragraph (b) above, as applicable. Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the task order.

(g) Any services to be furnished under this contract shall be ordered by issuance of task orders by the Commanding Officer, NATEC.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
	_____	_____	_____
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-TXT-10 PROMPT PAYMENT PROVISIONS (NAWCWPNS)

In accordance with DFARS 232.906, the standard due date specified in subparagraph (b)(2) of FAR 52.232-25 Prompt Payment, subdivision (b)(2) is seven (7) days for progress payments and fourteen days for interim payments in cost type contracts.

G-TXT-24 SECURITY ADMINISTRATION

The highest level of security required on this contract is SECRET as designated on the DD Form 254 and its Addendums attached hereto and made a part hereof.

INVOICES AND PAYMENT

(a) The contractor shall submit monthly invoices (3 copies) for all amounts claimed to be due in respect to the fixed sums and direct reimbursable costs provided for under the clauses "Man Day Rates and Per Diem" and "Travel, Household Moving and Relocation Expenses" hereof. Each invoice shall indicate the applicable task order number(s) and shall be supported by copies of applicable Certificates of Service and Reimbursable Expenses Claims.

(b) Invoices shall be forwarded directly to the Commanding Officer; Naval Air Technical Data and Engineering Service Command (NATEC), Code 3.7.2B3, P.O. Box 357031, NAS North Island, San Diego, CA, 92135-7031.

(c) Upon receipt of invoices, the Commanding Officer, NATEC, will certify these invoices as to receipt and acceptance and forward same to the paying office cited on individual orders, where public vouchers will be prepared and payment will be made.

(d) The Contractor shall include the following information on all invoices covering man-days of service and directly reimbursable expenses mentioned in subparagraph (a) above:

(i) The contract number and the applicable task order number.

(ii) The task number, the name of the individual performing services, and the period covered. If the billing covers multiple tasks, they shall be listed on the invoice in task number sequence.

(iii) The number of man-days of service rendered and/or description of the expenses claimed.

(iv) The general location of the task site; i.e., domestic shipboard, shipboard in war hazard area, overseas, etc.

(v) The specific location where services were performed.

(vi) The contract man-day rate for man-days of service rendered and/or the contract rate (if appropriate) for each type of expense billed.

(vii) The extended amount for each item billed.

(viii) Any other information considered pertinent.

(e) All invoices detailed above shall be in accordance with the following format:

BILLING SCHEDULE FOR (MONTH/YEAR)

Contractor: _____ Contractor Address:_____ Contract Number:_____

Task Number	Name of Individual	Period Covered	Days of Srvc and Expenses	General Location	Specific Location	Contract Rate	Amount

SUBMISSION OF FORMS COVERING BREAKDOWN OF SERVICES AND DIRECT REIMBURSABLE EXPENSES

(a) Form Covering Services: The Contractor shall require each representative assigned to perform tasks pursuant to an order for services hereunder to complete, obtain certification from the cognizant inspector, and submit to the Contractor, a Certificate of Service each month on the form provided by NATEC. Each report shall detail services furnished in performance of task from the first workday of the calendar month reported, and be submitted with the Contractor's invoices.

(b) Support Documents Covering Direct Reimbursables: Each invoice submitted by the Contractor for expenses which are directly reimbursable under Section C of the Schedule as implemented by NAESUINST 5400.1N shall be supported by an itemized list of monthly expenses for each representative performing under an assigned task. Copies of commercial carrier tickets or other receipts must also be furnished where required by NAESUINST 5400.1N.

NOTIFICATION OF FINAL BILLING FOR SERVICES RENDERED

(a) Upon submission of the final billing under the contract, the Contractor shall identify such billing by including on the invoice the following statement:

> "This invoice represents the final billing for services rendered under Contract No. N68936-04-D-0015. Upon payment of the invoice, the above numbered contract shall be considered closed."

(b) The Contractor should submit final billing/completion invoices within sixty days of the last month after the completion of services. When additional billings will be submitted after completion of work, the Contractor will advise the Commanding Officer, NATEC, of the tasks concerned and estimated amount.

(c) Notwithstanding paragraphs (a) and (b) above, in no event will final billings or completion invoices be submitted later than one (1) year from the date of completion of work under this contract. Accordingly, if the final billing is not submitted within this timeframe, the contract will be considered closed.

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at http://www.dfas.mil/money/vendor/. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: dawn.cox@lmco.com

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

252.225-7042 Authorization to Perform APR 2003

CLAUSES INCORPORATED BY FULL TEXT

H-NSTD-07 DD FORM 1662, DoD PROPERTY IN THE CUSTODY OF CONTRACTORS

Contractors who have Government Property in their custody shall report on revised DD Form 1662 "DoD Property in the Custody of Contractors" dated Dec 93 (DFARS 245.505-14). The contractor shall report all Contractor Acquired Property as defined in FAR Part 45. A completed DD Form 1662 shall be furnished to the Contracting Officer for this contract, in addition to the copy provided to the Property Administrator (if assigned), no later than October 31 of each year

H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE

The purpose of this clause is to contractually implement provisions of FAR 45.502:

(a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

H-NSTD-20 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), located in Section I (by reference) and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury.

(2) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

H-NSTD-21 LOGISTIC SUPPORT FOR U.S. CONTRACTOR OUTSIDE CONUS

The determination concerning logistic support items like APO/FPO Military Exchanges, Commissary, and Officer Club privileges, will be made in accordance with OPNAVINST 4000.76A and NAESUINST 5400.1N by the Local Area Commander/Facility Commanding Officer. Policy regarding base access, security and the extension of any privileges is at the discretion of the Local Area Commander/Facility Commanding Officer and therefore subject to change without notice. Any change to the status of these privileges will not be cause for a change to the contract prices established herein.

SPECIAL PROVISIONS

(a) Written notification of task termination will not be issued unless the task termination date is changed from the task termination date specified in the task call-up letter or extension letter or message.

(b) Logistics Support for U.S. Contractors outside CONUS: The determination concerning Logistics Support such as APO/FPO Military Exchanges, Commissary and Officer Club privileges will be made in accordance with NAESUINST 5400.1N by the Local Area Commander.

(c) The Contractor will ensure that all Contractor Field Service technical representatives and Task incumbents:

(i) Are financially prepared to commence immediate temporary duty assignments upon reporting to task.

(ii) Have in their possession at least one set of U.S. TECHNICIAN collar insignia - a collar insignia is defined as a gilt pin 5/8 inches wide by ¾ inch high bearing the inscription U.S. TECHNICIAN.

(iii) Have the appropriate level of clearance required to perform his/her specific task. See Addendum to DD-254, Attachment 3 for task clearance requirements. Also, the contractor must provide Operations Security (OPSEC) protection for classified information (as defined in Industrial Security Directives) and sensitive information (as defined in Public Law 100-235, 8 January 1988) develop or used in performance of this contract.

(iv) Are well qualified to perform the task under this contract. The contractor is responsible for supervising techniques used in contract performance and for keeping task incumbents informed of all improvements, changes, and changes of operation.

REPRESENTATIVES ASSIGNED TO FILL TASKS IN THE WESTERN PACIFIC (WESTPAC)

(a) All contractor representatives assigned to fill WESTPAC tasks ordered under this contract, if applicable, shall stop at the following NATEC "embarkation point" to verify possession of proper credentials and to obtain required NATEC endorsements on applicable paperwork prior to departing CONUS:

Commanding Officer
Naval Air Technical Data and Engineering Service Command (NATEC)
Code 3.7.1B2
Building 341, Naval Air Station, North Island
San Diego, California, 92135-7031

(b) All representatives are required to have, as a minimum, credentials for entry into Japan. Upon reporting to the NATEC "embarkation point", representatives shall present all necessary credentials as detailed in NAESU Instruction 5400.1N, including valid passport with Department of State Stamp for entry into Japan.

(c) The contractor is entitled to bill one day of service for the day a representative reports to NATEC "embarkation point" with proper credentials. Contractor personnel reporting to the NATEC "embarkation point" without proper credentials, as detailed in NAESU Instruction are not considered to be fully qualified to perform their assignments.

Representatives shall not proceed to the WESTPAC assignment until the detachment cited above verifies that the Contractor's representatives possess proper credentials. Representatives having all necessary documentation will have written acknowledgment thereof entered on the Navy Technician Designation (NTD). No compensation for services shall be allowable under this contract until proper credentials are presented to and verified by the NATEC "embarkation point". Time expended by the representative and costs incurred in connection with obtaining proper credentials shall not be allowable as a direct cost under this contract.

H-TXT-06 TASK REPRESENTATIVE PREPARATION/IDENTIFICATION

(a) Contractor will ensure that all of the field service technical representatives are financially prepared to commence immediate temporary additional duty assignment upon reporting to task.

(b) Contractor will ensure that task incumbents have in their possession at least one set of U.S. TECHNICIAN collar insignia. A collar insignia is defined as a gilt pin 5/8 inch wide by ¾ inch high bearing the inscription "U.S. TECHNICIAN".

(a) Written notification of task termination will not be issued unless the task termination date is changed from the task termination date specified in the task call-up letter or extension letter or message.

(b) Logistics Support for the U.S. Contractors outside CONUS: The determination concerning Logistics Support such as APO/FPO Military Exchanges, Commissary and Officer Club privileges will be made in accordance with NAESUINST 5400.1N by the Local Area Commander.

(c) The Contractor will ensure that all Contractor Field Service technical representatives and Task incumbents:

(i) Are financially prepared to commence immediate temporary duty assignments upon reporting to task.

(ii) Have in their possession at least on set of U.S. TECHNICIAN collar insignia – a collar insignia is defined as a gilt pin 5/8 inches wide by ¾ inch high bearing inscription U.S. TECHNICIAN.

(iii) Have the appropriate level of clearance required to perform his/her specific task. See Addendum to DD-254, Attachment 3 for task clearance requirements. Also, the contractor must provide Operations Security (OPSEC) protection for classified information (as defined in Industrial Security Directives) and sensitive information (as defined in Public Law 100-235, 8 January 1988) develop or used in performance of this contract.

(iv) Are well qualified to perform the task under this contract. The contractor is responsible for supervising techniques used in contract performance and for keeping task incumbents informed of all improvements, changes, and changes of operation.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)

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

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

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is $65,700; the maximum quantity is the maximum amount of the contract.

5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

Name: **Sharon Schumann, (Procuring Contracting Officer)**
Phone: (805) 989-4603
DSN: 351-4603
FAX: (805) 989-1877
E-mail address: sharon.schumann@navy.mil

US Postal Service Mailing Address:

COMMANDER
CODE 230000E (S. Schumann-805-989-4603)
NAWC-WD
575 "T" Ave., SUITE 1
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc.)
COMMANDER
CODE 230000E (S. Schumann)
NAWC-WD
BLDG 65, RM 1 – MAILROOM
POINT MUGU, CA 93042-5049

Name: **Commanding Officer (Ordering Officer)**
NATEC
PO BOX 357031
SAN DIEGO, CA 92135-7031

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

(1) Date of order.
(2) Contract and task order number.
(3) Applicable contract line item number (CLIN).
(4) Description of the task to be performed.
(5) Description of the end item or service.
(6) DD Form 254 (Contract Security Classification).
(7) DD Form 1423 (Contract Data Requirements List).
(8) Exact place of performance.
(9) The inspecting and accepting codes.
(10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
(11) List of Government furnished property and the estimated value of the property.

(12) Invoice and payment provisions to the extent not covered by the contract.
(13) Accounting and appropriation data.
(14) Period of performance.
(15) Organizational Conflict of Interest provisions.
(16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than $[insert dollar threshold], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

(i) a description of the specified work required,
(ii) the desired delivery schedule,
(iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

(i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
(ii) overtime hours by labor category,
(iii) proposed completion or delivery dates,
(iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
(v) dollar amount and type of any proposed subcontracts, and
(vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,
(B) submit a proposal for the work requested in the task order,
(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, "Limitation of Cost ", and paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 45 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 45 working days from the time of the oral communication amending the order.)

5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NOV 1999)

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause –

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order. If this contract or a Task Order is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract or Task Order, based upon the share of costs incurred by each.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

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

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

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

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)

(a) The Contracting Officer hereby designates the following individuals as the authorized Contracting Officer's Representative (COR) and Alternative COR for this contract.

NAME	Ms Frances Pannell
CODE	30C3A2
ADDRESS	Naval Air Technical Data and Engineering Service Command NAS North Island, PO BOX 357031 San Diego, CA 92135-7031
PHONE	(619) 545-1706

NAME	Cecilia Polanco
CODE	30C3A3
ADDRESS	Naval Air Technical Data and Engineering Service Command NAS North Island, PO BOX 357031 San Diego, CA 92135-7031
PHONE	(619) 545-1708

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME:	Mike Benner
CODE:	
ADDRESS:	Officer in Charge NATEC Detachment Jacksonville Box 75, Bldg 200 NAS Jacksonville, FL 32212-0075
PHONE:	904-542-2792/2240

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer, Sharon Schumann.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-4	Federal, State And Local Taxes (State and Local Adjustmentst)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998

52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

STATUS OF EMPLOYEES

The employee of the Contractor providing services hereunder shall at all times be in the employ of the Contractor, and shall not be employees of the Government, but the Contractor shall instruct each such person assigned to perform services hereunder to render such services in accordance with such directions and the regulations, if any, as may be issued or approved by the Commanding Officer of the unit, ship or station to which the employee is assigned. Such employees shall be subject to applicable regulations of the Navy Department including OPNAV Instruction 5720.3d dated 16 June 1980, and all revisions in effect as of the date of this contract and the Government shall take appropriate action to accredit such employees to the United States Navy in accordance with such instructions.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award until the end of the performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum amount specified in the clause in section H entitled, **"5252.216-9506, Minimum and Maximum Quantities (MAR 1999)(NAVAIR)"**;

(2) Any order for a combination of items in excess of the maximum amount of the contract; or

(3) A series of orders from the same ordering office in the course of the contract period specified in the clause in section F entitled, **"CONTRACT PERIOD OF PERFORMANCE (SPECIFIC DATES)"** which call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the period of performance.

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 one day of the end of the contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within one day of the end of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows: "WARNING: Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond Sep 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Sep 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 200) (15 U.S.C.637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Task Dec and Specs	2	JUL-10-2003
Attachment 2	DD 254	2	JUL-24-2003
Attachment 3	DD 254 Addendum	2	JUL-24-2003
Attachment 4	Certificate of Services	1	JUL-24-2003

SPECIFICATIONS - CONTRACTOR FIELD SERVICES (CFS)

1. General: The primary purpose of Contractor Field Services (CFS) is to provide on-site proficiency training, technical guidance and information in the evaluation of unusual field problems and render technical guidance related specifically to the equipment cited in the contract schedule. The object of contract field services is to elevate the technical skills and abilities of military and civilian personnel of the Department of Defense responsible for the operation and maintenance of the system/equipment to the level of self-sufficiency.

2. Work Specification: The contractor shall provide contract field services to accomplish the purpose and objective specified in paragraph (1) above. Specific delineation of tasks is:

a. Provide on-site classroom and on-the-job training to Military and Civilian personnel of the Department of Defense on maintenance and operation techniques pertaining to adjustment, calibration, troubleshooting, bench check, routine maintenance, inspection and repair of the assigned system/equipment, including related control equipment.

b. Provide guidance and instruction on the use of associated special tools and test equipment.

c. Devise local training course outlines, lesson plans and written examinations, including guidance to Military and Civilian personnel of the Department of Defense in identifying needed training programs.

d. Emphasize safety precautions to be taken in all training provided.

e. Demonstrate best method of installing modifications, retrofit kits, etc.

f. Render technical guidance to resolve difficult and unusual maintenance problems.

g. Provide an analysis of maintenance difficulties and advise on the establishment of changes to maintenance, inspection and training programs designed to improve the quality of maintenance.

h. Provide a liaison through which technical information related to maintenance and operational problems available in the plant can quickly be disseminated to Military and Civilian personnel of the Department of Defense.

i. Provide a liaison through which information related to installation kit, check out procedures and related data problems can be quickly relayed to the plant for correction and/or resolution.

j. Provide guidance to maintenance personnel in preparing failure data reports and unsatisfactory reports.

CFS TASK DESCRIPTIONS
LOCKHEED MARTIN – NE & SS

NOTES:

UNLESS OTHER STIPULATED

- TDY IS MINIMAL (EAST/WEST COAST)
- SECURITY CLEARANCE IS SECRET
- MAINTENANCE LEVEL IS ORGANIZATIONAL AND INTERMEDIATE

CONTRACT DURATION: 01 DEC 2003 THROUGH 30 NOV 2008

S-3 PROGRAM

- DIGITAL COMPUTER (DIGC):

  Provide training and technical support on the AN/AYK-10B Digital Computer and AN/AYK-23 CPMU, and software for each system. Tasks include:

26488 NAS JACKSONVILLE, FL

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED: SECRET
b. LEVEL OF SAFEGUARDING REQUIRED: N/A

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

X	a. PRIME CONTRACT NUMBER	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE *(YYYYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

X	a. ORIGINAL *(Complete date in all cases)*		DATE *(YYYYMMDD)* 20030613
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE *(YYYYMMDD)*
	c. FINAL *(Complete item 5 in all cases)*		DATE *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? X YES ___ NO. If Yes, complete the following:
Classified material received or generated under N68936-01-D-0004 *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ___ YES X NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
LOCKHEED MARTIN NE & SS TACTICAL SYSTEMS, CSS 3333 PILOT KNOB ROAD EAGAN, MN 55121	90536	DIS/DEFENSE INVESTIGATIVE SERVICE MIDWEST SECTOR 610 SOUTH CANAL ST., CHICAGO, IL 60607-4577

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
SEE PAGE 4 OF ATTACHED ADDENDUM		

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

CETS IN SUPPORT OF THE ...

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY	X	
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER *(Specify)* SEE ITEM 13		
k. OTHER *(Specify)*					

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLETE.

12. PUBLIC RELEASE. Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release [ ] Direct [X] Through *(Specify)*

COMMANDER, NAVAL AIR SYSTEMS COMMAND, PATUXENT RIVER MD 20670-1549 (AIR-7.5.1)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

THE CONTRACTOR SHALL COMPLY WITH FAR CLAUSE 52.204-2 ENTITLED SECURITY REQUIREMENT (APR 1984) AND DOD 5220.22-M (NATIONAL INDUSTRIAL SECURITY PROGRAM - LATEST ISSUE) IN ADMINISTERING SECURITY MATTERS INCIDENT TO PERFORMANCE OF TASK REQUIREMENTS.

CONTRACTOR ENGINEERING TECHNICAL SERVICES (CETS) PERSONNEL WILL REPORT TO THE COGNIZANT NATEC FIELD DETACHMENT OFFICER IN CHARGE FOR A SECURITY BRIEFING PRIOR TO REPORTING TO THEIR TASK ASSIGNMENT. PRIOR TO VACATING THEIR ASSIGNED TASK ALL CETS SHALL REPORT TO THE NATEC FIELD DETACHMENT OFFICER IN CHARGE IN ORDER TO BE DEBRIEFED AND RETURN ALL GOVERNMENT ISSUED CREDENTIALS AND ANY CLASSIFIED MATERIAL IN THEIR POSSESSION.

**USING CONTRACTOR OR ACITIVITY WILL FURNISH COMPLETE CLASSIFICATION GUIDANCE FOR THE SERVICE TO BE PERFORMED. THE HIGHEST LEVEL OF CLASSIFICATION FOR TASKS UNDER THIS CONTRACT IS: _____

CONTRACT IS FOR ENGINEERING SERVICES. CLASSIFICATION MARKINGS ON THE MATERIAL TO BE FURNISHED WILL PROVIDE THE CLASSIFICATION GUIDANCE NECESSARY FOR PERFORMANCE OF THIS CONTRACT.

**THE SECURITY CLEARANCE REQUIRED FOR EACH TASK IS LISTED IN ATTACHED ADDENDUM.

SEE ADDENDUM ATTACHED HERETO

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. [X] Yes [ ] No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

CETS PERSONNEL WILL COMPLY WITH HOST UNIT OPERATIONS SECURITY DIRECTIVES.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. [ ] Yes [X] No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
PENNY MITCHELL	CONTRACTING OFFICER'S SECURITY REPRESENTATIVE	(619) 545-2203

d. ADDRESS *(Include Zip Code)*	17. REQUIRED DISTRIBUTION	
COMMANDING OFFICER NATEC P.O. BOX 357031 SAN DIEGO CA 92135-7031	[X]	a. CONTRACTOR
	[ ]	b. SUBCONTRACTOR
	[X]	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. SIGNATURE	[X]	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	[X]	e. ADMINISTRATIVE CONTRACTING OFFICER
	[ ]	f. OTHERS AS NECESSARY

ADDENDUM TO DD254, BLOCK 13

1. A degree of security classification stipulated is dictated by the security requirements of the given task. The Government will stipulate the security requirements, if any, of each task.

2. The following conditions apply to classified tasks in CONUS.

a. Confidential Clearance Level

The Contractor's representative must have at least a DISCO Interim Confidential Clearance prior to reporting on task site.

b. Secret Clearance Level

The Contractor's representative must have, at a minimum, a DISCO granted Interim Secret Clearance prior to reporting to task site.

3. The following conditions apply to classified tasks in overseas locations:

a. Confidential Clearance Level

The Contractor's representative must have at least a DISCO Interim Confidential Clearance prior to reporting to task site.

b. Secret Clearance Level

The Contractor's representative must have, at a minimum, a DISCO granted Interim Secret Clearance prior to reporting to task site.

4. Interim Clearances shall be processed in accordance with DOD 5220.22M (latest issue) paragraph 2-213.

5. Clearance Transfers of incumbent personnel who are transferring from the employment of one contractor to another contractor shall be processed in accordance with DOD 5220.22M (latest issue) paragraph 2-214.

NOTE: The clearance procedures involved under interim clearances, and clearance transfers are of special importance when a given contract is being transferred from a prior contractor to a new contractor.

6. Foreign Nationals - All foreign nationals shall be required to obtain a disclosure authorization from the Navy International Programs Office (NAVY IPO-10), Washington, DC 20350-5000. Request shall be submitted to IPO-10 via the appropriate Embassy. The following information shall be included in all requests:

a. Full name of individual.

b. Title and rank.

c. Identification number when available (passport or ID Card Number).

d. Location of duty station (in U.S.).

e. Duration.

f. Security clearance held.

g. Security clearance required to perform duties under a Naval Air Technical Data and Engineering Service Command (NATEC) contract.

h. Description of specific items of information individual shall require access to and their classification.

7. No direct charges (man day rates or associated travel expenses) will be allowable if the Contractor's representative
shows up at a task site without the specified security clearance or if a DISCO granted interim or final clearance is suspended, denied, withdrawn or revoked.

TASK NUMBER	MAN MONTHS	TASK LOCATION	SECURITY CLEARANCE
26488	60	NAS Jacksonville, FL	SECRET

Total Man Months – 60
Number of Tasks - 1
Effective Date - 1 DEC 2003

CERTIFICATE OF SERVICE

1. CONTRACTOR:	2. CONTRACT NO.:	3. REPRESENTATIVE (LAST, FIRST, MI, SIGN):	4. TASK#:	5. DATE:

6. TASK LOCATION (NAVAL ACTIVITY):	7. PERIOD OF CERTIFICATION:	NON-SERVICE DAYS		SERVICE DAYS						
		8. LEAVE	9. SICK	10. FOREIGN			11. DOMESTIC			12. TOTAL
				SS	SP	LB	SS	SP	LB	
	_____ THRU _____									

13. DETAILED REPORT OF SERVICES PERFORMED (AN ENTRY MUST BE MADE FOR EACH DAY OF THE MONTH)

		A	B	C	D	E	F	G	H
DATE		TYPE QTRS	TYPE ASSIGN	TYPE SERVICE	O/T	ACTIVITY & LOCATION	A/C TYPE & MODEL OR PROGRAM	EQUIPMENT NOMENCLATURE	HOURS
1									
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3									
4									
5									
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14. AUTHORIZED OVERTIME (MUST BE PROVIDED FOR IN CONTRACT AND APPROVED)

PURPOSE	HOURS	TYPE ASSIGN	TYPE SERVICE	A/C TYPE & MODEL OR PROGRAM	LOCATION/ACTIVITY	EQUIPMENT	AUTHORITY

15. REMARKS:

16. TA REMARKS (OPTIONAL): SERVICE WAS: ____ SAT ____ UNSAT* *REQUIRES REMARK	REMARKS:	TA SIGNATURE:
17. INSPECTION: ABOVE SERVICES WERE RECEIVED BY THE U.S. GOVERNMENT TASK PERFORMED ____ SAT ____ UNSAT		INSPECTOR'S SIGNATURE:
TITLE/GRADE:	ACTIVITY:	NAME (PLEASE PRINT):