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|---|----------------------------------|---|---------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 14 | 3. EFFECTIVE DATE 28-Jul-2011 | 4. REQUISITION/PURCHASE REQ. NO. N4703911RCD5077 | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY CODE | N00189 | 7. ADMINISTERED BY (If other than Item 6) CODE | S2404A | |

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10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Overlook Systems Technologies, Inc. 1950 Old Gallows Rd., Suite 400 Vienna VA 22182 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5178-EX01 |
| | 10B. DATED (SEE ITEM 13) 01-Apr-2008 |
| CAGE CODE 0AV04 | FACILITY CODE |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

| | |
|-------------------------------------|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) Unilateral Modification - FAR 52.232-22 Limitation of Funds |

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

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

SEE PAGE 2

| | | | |
|---|------------------|--|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rosemary J McWilliams, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Rosemary J McWilliams (Signature of Contracting Officer) | 16C. DATE SIGNED 21-Aug-2011 |
| (Signature of person authorized to sign) | | | |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

| | | | | |
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GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of [REDACTED] to CLIN 1003. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|------------|------------|------------|
| 100303 | O&MN,N | [REDACTED] | [REDACTED] | [REDACTED] |

The total value of the order is hereby increased from [REDACTED] by [REDACTED] o [REDACTED].

LIMITATION OF LIABILITY – INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (1992)

CLIN 1003 is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. Subject to the provision of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise under CLIN 1003 unless additional funds are made available and are incorporated as a modification to this contract.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF | |
|--------|---|----------------|------------|------------|------------|
| 1000 | Program Support-developme nt of space systems vulnerability mitigation plans and monitoring of PNT and GPS programmatic life cycle, in accordance with the PWS. (O&MN,N) | ██████████ | ██████████ | ██████████ | ██████████ |
| 100001 | Incremental funding for award. (O&MN,N) | | | | |
| 100002 | Incremental funding. (O&MN,N) | | | | |
| 100003 | Incremental funding. (O&MN,N) | | | | |
| 100004 | Incremental funding. (O&MN,N) | | | | |
| 100005 | Increased funding. (O&MN,N) | | | | |
| 1001 | Program Support-developme nt of space systems vulnerability mitigation plans and monitoring of PNT and GPS programmatic life cycle, in accordance with the PWS. (O&MN,N) | ██████████ | ██████████ | ██████████ | ██████████ |
| 100101 | Incremental funding. (O&MN,N) | | | | |
| 100102 | Incremental funding. (O&MN,N) | | | | |
| 100103 | Incremental funding. (O&MN,N) | | | | |
| 1002 | Program Support-developme nt of space | ██████████ | ██████████ | ██████████ | ██████████ |

| | | | | |
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systems
vulnerability
mitigation plans
and monitoring of
PNT and GPS
programmatic life
cycle, in
accordance with
the PWS. (O&MN,N)

100201 Incremental
funding in
support of CLIN
1002 (O&MN,N)

100202 Incremental
funding in
support of CLIN
1002 (O&MN,N)

1003 Program
Support-developme
nt of space
systems
vulnerability
mitigation plans
and monitoring of
PNT and GPS
programmatic life
cycle, in
accordance with
the PWS. (O&MN,N)

██████████ ██████████ ██████████ ██████████

100301 Incremental
Funding in
support of CLIN
1003 (O&MN,N)

100302 Incremental
Funding in
support of CLIN
1003 (O&MN,N)

100303 Incremental
Funding in
support of CLIN
1003 (O&MN,N)

1004 Program
Support-developme
nt of space
systems
vulnerability
mitigation plans
and monitoring of
PNT and GPS
programmatic life
cycle, in
accordance with
the PWS. (O&MN,N)
Option

██████████ ██████████ ██████████ ██████████

For ODC Items:

| | | | | |
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| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|--|--------|------------|
| ----- | | | |
| 3001 | Travel for the base period, 4/1/08 through 3/31/09. This CLIN is a Not to Exceed CLIN, priced at NTE [REDACTED]. It is to be billed as costs are incurred. Travel costs are reimbursed in accordance with Joint Travel Regulations (JTR). (O&MN,N) | 1.0 LO | [REDACTED] |
| 300101 | Incremental funding for award. (O&MN,N) | | |
| 300102 | Incremental funding. (O&MN,N) | | |
| 300103 | Incremental funding. (O&MN,N) | | |
| 300104 | Incremental funding. (O&MN,N) | | |
| 3002 | Travel for Option I, for the period 4/1/09 through 3/31/10. This CLIN is a Not to Exceed CLIN, priced at NTE [REDACTED]. It is to be billed as costs are incurred. Travel costs are reimbursed in accordance with Joint Travel Regulations (JTR). (O&MN,N) | 1.0 LO | [REDACTED] |
| 300201 | Incremental funding. (O&MN,N) | | |
| 300202 | Incremental funding. (O&MN,N) | | |
| 300203 | Incremental funding. (O&MN,N) | | |
| 3003 | ODCs. This is a Not to Exceed | 1.0 LO | [REDACTED] |

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CLIN with costs to be billed as incurred, and subject to COR approval. The Not to Exceed amount for this CLIN is

██████████
(O&MN,N)

300301 Incremental funding for award. (O&MN,N)

300302 Incremental funding (O&MN,N)

300303 Incremental funding. (O&MN,N)

300304 Incremental funding. (O&MN,N)

3004 ODCs. Option I. 1.0 LO ██████████
This is a Not to Exceed CLIN with costs to be billed as incurred, and subject to COR approval. The Not to Exceed amount for this CLIN is ██████████
(O&MN,N)

300401 Incremental funding. (O&MN,N)

300402 Incremental funding. (O&MN,N)

300403 Incremental funding. (O&MN,N)

6002 Travel for Option II, for the period 4/1/10 through 3/31/11. This CLIN is a Not to Exceed CLIN, priced at NTE ██████████
It is to be billed as costs are incurred. Travel costs are reimbursed in accordance with Joint Travel Regulations (JTR). (O&MN,N)

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600201 Incremental
funding in
support of CLIN
6002 (O&MN,N)

6003 Travel for Option 1.0 LO [REDACTED]
III, for the
period 4/1/11
through 3/31/12.
This CLIN is a
Not to Exceed
CLIN, priced at
NTE [REDACTED]
It is to be
billed as costs
are incurred.
Travel costs are
reimbursed in
accordance with
Joint Travel
Regulations
(JTR). (O&MN,N)

6004 Travel for Option 1.0 LO [REDACTED]
IV, for the
period 4/1/12
through 3/31/13.
This CLIN is a
Not to Exceed
CLIN, priced at
NTE [REDACTED].
It is to be
billed as costs
are incurred.
Travel costs are
reimbursed in
accordance with
Joint Travel
Regulations
(JTR). (O&MN,N)
Option

6005 ODCs. Option II. 1.0 LO [REDACTED]
This is a Not to
Exceed CLIN with
costs to be
billed as
incurred, and
subject to COR
approval. The
Not to Exceed
amount for this
CLIN is
[REDACTED]
(O&MN,N)

600501 Incremental
funding in
support of CLIN
6005 (O&MN,N)

6006 ODCs. Option 1.0 LO [REDACTED]
III. This is a

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Not to Exceed
CLIN with costs
to be billed as
incurred, and
subject to COR
approval. The
Not to Exceed
amount for this
CLIN is
[REDACTED]
(O&MN,N)

6007 ODCs. Option IV. 1.0 LO [REDACTED]
This is a Not to
Exceed CLIN with
costs to be
billed as
incurred, and
subject to COR
approval. The
Not to Exceed
amount for this
CLIN is
[REDACTED]
(O&MN,N)
Option

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

The fixed fee for work performed under this contract is [REDACTED] provided that approximately [REDACTED] hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of [REDACTED] direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

| | Fixed Fee | Hours | Fixed Fee Rate |
|------------|------------|------------|----------------|
| Option I | [REDACTED] | [REDACTED] | [REDACTED] |
| Option II | [REDACTED] | [REDACTED] | [REDACTED] |
| Option III | [REDACTED] | [REDACTED] | [REDACTED] |
| Option IV | [REDACTED] | [REDACTED] | [REDACTED] |

* To be filled in by the offeror using the proposed fixed fee dollar amount

**To be filled in by the offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

for

Support for Chief of Naval Operations (CNO) Staff (N6F)

1.0 Background

The military services assist OSD in the development and implementation of DoD Positioning, Navigation and Timing (PNT) and Space Control policy and are active participants in the DoD PNT Executive Committee (EXCOM) and Working Group activities, Space Control Capabilities Based Assessment (CBA) and Net-Centric (NC) Functional Control Board (FCB). Space based PNT and GPS provides three-dimensional precise navigation, positioning, timing and velocity data to U.S. and allied forces, and to other national security, civil and commercial users. Current and future naval operations, missions and functions such as time sensitive targeting, ballistic missile defense, power projection, electronic navigation and communications networking require the use of GPS. The GPS requirements section within N6F1 monitors the development, integration and fielding of GPS receivers and antennas in all surface ships and submarines while supporting the developing and integration of GPS receivers and antennas in naval aircraft. Space systems require a continuous assessment of their vulnerability and development of vulnerability mitigation plans and programs for current and future systems.

2.0 Scope

The N6F1 Space & Communications Pathways Branch of N6 requires contractor assistance in the development of space systems vulnerability mitigation plans and programs for current and future systems, and in monitoring the programmatic life cycle of PNT and GPS systems and related programs. The contractor will provide a broad range of programmatic support for current and future systems, including capital planning, database management, technical analysis, and assessments. This will require preparation of cogent power point presentations, briefs, information papers, impact and risk mitigation papers, and attendance at meetings that assist N6 government personnel in identifying, assessing, prioritizing, validating and adjudicating Navy and Joint Service Warfare capabilities and requirements.

3.0 Tasks

3.1 Space Systems Vulnerability Assessment and Space Control

The contractor shall perform the following tasks:

3.1.1 Monitor Navy warfighting needs and space capabilities as well as National Security Space, and senior DoD, Intelligence community and Air Force future plans and make recommendations for action to requirements officer.

3.1.2 Perform assessments of Navy space vulnerabilities against planned capabilities.

3.1.3 Assist the Navy Space Control requirements officer in the development of issues to support the CNO's Space Control input to the annual Program Objective Memorandum (POM).

3.1.4 Provide technical and analytical support to the designated Navy lead participating in the Net Centric Functional Capability Boards (NC FCB).

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3.1.5 Work closely with N8 and other joint, DoD and agencies to monitor ongoing studies and analyses to determine Navy space vulnerabilities and develop recommended mitigation strategies.

3.1.6 Support requirements officer as N6 primary liaison for the Navy Space Team (N1, N2, N3/N5, N8, SPAWAR Space Field Activity (SSFA), Naval Research Lab (NRL), Office of Naval Research (ONR), Oceanographer of the Navy, and Naval Network Warfare Command (NNWC)) to the Joint, DoD and Intelligence Community to mitigate the impact of space vulnerabilities on accomplishing the Navy's mission especially in denied environments.

3.1.7 Work with Navy programs and Joint, DoD and Intelligence Community to develop recommended mitigation strategies from programmatic, budgetary and operational point of view.

3.1.8 Coordinate recommended Navy activity and involvement in space control.

3.1.9 Represent N6 interests and approved positions to the Air Force, NSSO, Joint Staff, OSD and Intelligence Community at working group meetings and other meetings related to space control.

3.1.10 Support requirements officer as N6 representative to Space Control and Information Operations Executive Committee in overseeing Special Access Program (SAP) capabilities development within JCIDS, to include assessment of initial capabilities document (ICDs), capabilities development documents (CDDs), capabilities production documents (CPDs), DOTMLPF change recommendations (DCRs) and operational requirements document (ORD) updates or annexes.

3.1.11 Assist in the review and provide recommendations for space-related JCS joint action tasking, space-policy requirements documents and documentation supporting the planning, assessment and development of DoD architectures.

3.1.12 Prepare recommended Navy positions for presentations at senior Warfighter Forums, Functional Capabilities Boards, Joint Capabilities Boards and Joint Requirements Oversight Councils.

3.1.13 Develop and review recommended OSD PA&E issue team papers related to SAP programs, space vulnerabilities and space control to include development of impact statements and defending funding.

3.1.14 Attend reviews and briefings during the performance of these tasks; attend meetings with and/or present briefings to CNO staff on a one-day notice; provide briefings on established policies and results of analysis conducted under this task order to the TOM/COR and other personnel as identified by CNO (N6F) staff.

3.2 Space Based Position, Navigation & Timing (PNT) and Global Positioning System (GPS) Support

The contractor shall perform the following tasks:

Provide support to the N6 Requirements Officer and act as the Resource Sponsor Primary Point of Contact for all programmatic issues related to Position, Navigation, Timing (PNT) and Global Position System (GPS) including user equipment.

3.2.1 Assist the Navy GPS requirements officer in the development of issues to support the CNO's navigation input to the annual Program Objective Memorandum (POM).

3.2.2 Provide technical and analytical support to the Navy GPS program offices to assist in the definition and conduct of Navy PNT programs.

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3.2.3 Provide support to N6 and represent N6 positions and interests at Navy, Joint and International forums to include: Acquisition Review Boards; Operations Testing Readiness Reviews; Integrated Product Team meetings; meetings/conferences on emerging technology and related issues; Joint Requirements Oversight Council (JROC) and related JCIDS Boards.

3.2.4 Support the N6 representative to the DoD PNT Executive Committee and the National PNT EXCOM. Develop recommended Navy capability requirements and programming strategies, ensuring synchronization with Navy and Joint guidance and direction.

3.2.5 Draft, review, edit and staff recommended Navy plans, instructions, and documents related to PNT and GPS capabilities development.

3.2.6 Assist in the planning of future PNT systems, development of new technologies, and acquisition strategies incorporating these new technologies.

3.2.7 Assess the impact of emerging threats to the DoD PNT systems and formulate plans to ensure ongoing viability of the systems to include the impact of civil, commercial, and international use of the systems as well.

3.2.8 Assist in the oversight of PNT and GPS programs and their execution. Act as a systems advisor on Navy Space and Communications Branch programs, and conduct a broad range of systems studies. This includes continual review and awareness of current funding in iRAPS for assigned programs.

3.2.9 Investigate, evaluate, and recommend alternatives to support acquisition efforts and resource management efforts related to Navy systems aboard ships, submarines, and aircraft.

3.2.10 Assess potential capabilities of shipboard and aircraft systems to support Navy, DoD, Joint, NATO, Allied, and Coalition force PNT requirements.

3.2.11 Study existing force structures and support structures and provide recommendations for improvement or preparing such plans and strategies.

3.2.12 Review existing and proposed future PNT related system program management plans, technical manuals, operational capabilities and strategies to provide recommendations to improve or transition Navy capabilities.

3.2.13 Identify transition issues, formulate solutions and plans to mitigate transition problems.

3.2.14 Brief Navy, Joint, and OSD Area Experts on designated SATCOM capabilities, status of development or fielding of the systems and benefits or deficiencies.

3.2.15 Support N6 as the US Representative to NATO Sub-Committee 8 on Navigation with logistics, briefings and administrative activities for N6 participation in NATO PNT forums (both in CONUS and abroad).

3.2.16 Attend reviews and briefings during the performance of these tasks; attend meetings with and/or present briefings to CNO staff on a one-day notice; provide briefings on established policies and results of analysis conducted under this task order to the TOM/COR and other personnel as identified by CNO (N6F) staff.

4.0 Deliverables

In accordance with the Contract Data Requirements Lists (CDRLs), DD1423, Exhibit A to the task order, the following deliverables are required:

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4.1 Monthly Progress and Status Reports. The contractor shall provide monthly progress reports on the tasks performed under this PWS which will summarize the results of work performed, work in progress, manpower expended, expenses incurred, deliverable status, problems encountered, and recommendations. The reports shall also identify the contractor's plans and schedule for accomplishing contract requirements in the next month to include projected travel requirements. (Tasks 3.1, 3.2)

4.2 Trip Reports. Provide Trip Report within ten (10) business days of return from trip in accordance with Contract Data Requirements List (CDRL) Item A002.

4.3 Scheduled periodic reports, analysis, point/issue papers, studies, technical support, and briefings regarding the status of work initiatives and documentation updates (Tasks 3.1, 3.2)

4.4 Quality Assurance Plan (Ref Paragraph 5.4)

All data received, processed, evaluated, developed, generated, and/or delivered during the execution of this task order shall become the property of the U.S. Government with unlimited rights, unless specific exception is granted by the Contracting Officer.

5.0 Quality surveillance and performance metrics

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly and quarterly status reports, and review of deliverables. Contractor performance will be evaluated in the areas of performance (technical quality), schedule, and cost.

5.1 Performance Metric

The Government defines successful services as those that conform to the task description provided in the PWS with little or no rework required of the contractor. Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the Government.

5.2 Schedule Metric

Successful delivery is defined as delivery of the Contract Data Requirements List on time 95% of the time. Unsuccessful delivery is defined as delivery of the Contract Data Requirements List on time less than 95% of the time.

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5.3 Cost Metric

Successful cost control is defined as performance of the PWS within the amount of funds allotted on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must (1) provide an explanation why the budget was exceeded and (2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the task order, in order to receive a successful assessment of performance. Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the Government. Furthermore, on a monthly basis, if the Government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.

5.4 Quality Assurance Plan – The Quality Assurance Plan in accordance with Section E herein, shall be provided within 30 days after issuance of the task order.

6.0 Estimated Level of Effort - Labor Characteristics

6.1 Space Systems Vulnerability Assessment and Space Control Task

Policy Analyst, with ten years DOD and DON policy experience and five years Space Systems and Control policy experience including budgeting, development, acquisition, architecture, and planning experience

6.2 Space Based PNT and GPS Support Task

Policy Analyst with ten years DOD and DON policy experience and five years Space Based PNT and GPS systems policy experience including budgeting, development, acquisition, architecture, and planning experience.

7.0 Place of Performance

Work shall be performed at CNO (N6F) staff offices at 2511 South Jefferson Davis Highway, Arlington, VA, and at the contractor facilities in the Metropolitan Washington, DC area. If utilized, contractor facilities must be cleared and accredited to the necessary security levels for the work being performed.

8.0 Period of Performance

The period of performance of this task order will be from 01 Apr 2008 – 31 Mar 2009.

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9.0 Government furnished information, systems, space and facilities

Contractor personnel assigned to this task order are expected to function primarily from the government facility. They will be provided administrative supplies, telephones, computers, and access to printers, FAX machines, and copiers for this task. Navy Marine Corps Intranet (NMCI) access is provided at government sites, access to NMCI at the contractor's facility will not be provided.

10.0 Security Requirements

The contractor shall comply with all appropriate Government security directives and regulations during the performance of this task order. (See DD254)

10.1 Personnel Security

The contractor shall provide support personnel who are United States Citizens that possess a TOP SECRET/SCI/SAP clearance for task 3.1 and TOP SECRET/SCI for task 3.2, based upon a favorable SSBI, which has been completed within the last five years.

11.0 Travel

Travel will be required, as needed and approved in advance by the government, during the performance of this task order. The contractor will be required to travel (local, CONUS, and international) to attend meetings, collect information, perform research, and perform other such activities as required by the CNO staff. As a minimum, the contractor shall participate in Navigation Program Reviews in San Diego, CA (two), NATO Sub-Committee 8 meetings at NATO Headquarters in Brussels (two) and PNT Joint Capabilities Document meetings in Omaha, NE (one), and Norfolk, VA (three). All estimated travel will conform to the current Federal Travel Regulations (FTR). Travel expenses invoiced to the government will be in accordance with the FTR; the government will not reimburse expenditures that exceed the FTR.

12.0 Other Direct Costs (ODC) Requirements

Other Direct Costs will be required, as needed and approved in advance by the government, during the performance of this task order.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
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REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

REIMBURSEMENT OF TRAVEL COSTS (DEC 2007)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

| | | | | |
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(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in the Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Chapter 4, paragraph C4558.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

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ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term “material” includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
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SECTION D PACKAGING AND MARKING

None

| | | | | |
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SECTION E INSPECTION AND ACCEPTANCE

The following clauses are hereby incorporated into section E by reference:

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR) or other authorized Government representative.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|----------------------|
| 1000 | 4/1/2008 - 3/31/2009 |
| 1001 | 4/1/2009 - 3/31/2010 |
| 1002 | 4/1/2010 - 3/31/2011 |
| 1003 | 4/1/2011 - 3/31/2012 |
| 3001 | 4/1/2008 - 3/31/2009 |
| 3002 | 4/1/2009 - 3/31/2010 |
| 3003 | 4/1/2008 - 3/31/2009 |
| 3004 | 4/1/2009 - 3/31/2010 |
| 6002 | 4/1/2010 - 3/31/2011 |
| 6003 | 4/1/2011 - 3/31/2012 |
| 6005 | 4/1/2010 - 3/31/2011 |
| 6006 | 4/1/2011 - 3/31/2012 |

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

| | |
|------|----------------------|
| 1004 | 4/1/2012 - 3/31/2013 |
| 6004 | 4/1/2012 - 3/31/2013 |
| 6007 | 4/1/2012 - 3/31/2013 |

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

The following clauses are hereby incorporated into section F by reference:

Clause No. Title

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

DELIVERY OF DATA (FISC DET PHILA) (OCT 1992)

| | | | | |
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Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which appears as Exhibit A to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

DURATION OF CONTRACT PERIOD (FISC DET PHILA) (OCT 1992)

(a) This contract shall become effective on the date of award and shall continue in effect during the period ending 12 months after the date of contract award unless terminated or extended in accordance with other provisions herein.

(b) Subject to the provisions of the "Limitation of Costs" clause and the "Level of Effort" clause, the Contractor shall not be required to perform any work under this contract beyond the performance period set forth above unless such period is extended in writing by mutual agreement prior to the expiration date specified in the contract.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Anita Stolfi, N616F
2511 Jefferson Davis Highway
Arlington, VA 22202
anita.stolfi@navy.mil
703-601-1405

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is Top Secret as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Defense Security Service (S51FX2)

14428 Albemarle Point Place, Suite 140

Chantilly, VA 20151

The facilities to be utilized in the performance of this effort have been cleared to Top Secret level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security required under this contract is Top Secret as designated on DD Form 254 attached hereto and made a part hereof.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
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The Commander, Defense Investigative Service, Director of Industrial Security, Capital Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (DEC 2006)

a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

COMMUNICATIONS

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Rose McWilliams
700 Robbins Ave, Bldg. 2B
Phila, PA 19111
215-697-9740

WAWF INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://wawftraining.com>.

A separate invoice will be prepared for every month. Do not combine the payment claims for services provided under this contract.

Select the Cost Voucher Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding **CNO/DNS (N6)** is provided for completion of the invoice in WAWF:

Contract Number: N00178-07-D-5178

Task/Delivery Order Number: EX01

| | | | | |
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WAWF Chart:

WAWF Invoice Type: Cost Vouchers

Issuing Office DoDAAC: N00189

Admin DoDAAC: S2404A

Inspector DoDAAC (if applicable):

Service Acceptor DoDAAC: HAA310

LPO (Certifier) DoDAAC (if applicable):

DCAA Auditor DoDAAC: HAA310

Service Approver DoDAAC: S2404A

PAY DoDAAC: HQ0338

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

E-mail Notification for Wide Area Work Flow

The contractor shall include the following list in the E-mail notification option for each invoice submitted in Wide Area Work Flow:

To Be Determined (e-mail) (Phone) Role: Acceptor

The Navy WAWF Assistance Line is 1-800-559-WAWF (9293).

COST ACCOUNTING STANDARDS ADMINISTRATION

A copy of this contract has been furnished to the Contract Administration Office cognizant of the Contractor's facility for administration of the Cost Accounting Standards provisions contained herein.

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Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|------------|
| 100001 | N4703908RCB2854 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300101 | N4703908RCB2854 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300301 | N4703908RCB2854 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |

BASE Funding ██████████

Cumulative Funding ██████████

MOD 01

| | | |
|---|--------------------|------------|
| 100002 | N4703908RCB2854-01 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300102 | N4703908RCB2854-01 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300302 | N4703908RCB2854-01 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |

MOD 01 Funding ██████████

Cumulative Funding ██████████

MOD 02

| | | |
|---|---------------------|------------|
| 100003 | N4703908RCB2854/002 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300103 | N4703908RCB2854/002 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300303 | N4703908RCB2854/002 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |

MOD 02 Funding ██████████

Cumulative Funding ██████████

MOD 03

| | | |
|---|---------------------|------------|
| 100004 | N4703908RCB2854/003 | ██████████ |
| LLA : | | |
| AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q | | |
| 300104 | N4703908RCB2854/003 | ██████████ |

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LLA :
AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q

300304 N4703908RCB2854/003 [REDACTED]
LLA :
AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

100004 N4703908RCB2854/003 [REDACTED]
LLA :
AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q

300104 N4703908RCB2854/003 [REDACTED]
LLA :
AA 1781804 11T0 250 47039 0 068892 2D CB2854 47039812589Q

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

100005 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

100101 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

300201 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

300401 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

100102 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

300202 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

300402 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

100103 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

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300203 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

300403 N4703909RCB3066 [REDACTED]
LLA :
AB 1791804 11T0 250 47039 0 068892 2D CB3066 47039912589Q

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

100201 N4703910RCB4089 [REDACTED]
LLA :
AC 1701804 11T0 251 47039 0 068892 2D CB4089 470390251N6Q
Standard Number: 00

600201 N4703910RCB4089 [REDACTED]
LLA :
AC 1701804 11T0 251 47039 0 068892 2D CB4089 470390251N6Q
Standard Number: 00

600501 N4703910RCB4089 [REDACTED]
LLA :
AC 1701804 11T0 251 47039 0 068892 2D CB4089 470390251N6Q
Standard Number: 00

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

100202 N4703910RCB4089 [REDACTED]
LLA :
AC 1701804 11T0 251 47039 0 068892 2D CB4089 470390251N6Q
Standard Number: 01

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

100301 N4703911RCD5077 [REDACTED]
LLA :
AD 1711804 11T0 251 47039 0 068892 2D CD5077 47039151N6AQ
Standard Number: N4703911RCD5077

6003 N4703911RCD5077 [REDACTED]
LLA :
AD 1711804 11T0 251 47039 0 068892 2D CD5077 47039151N6AQ
Standard Number: N4703911RCD5077

6006 N4703911RCD5077 [REDACTED]
LLA :
AD 1711804 11T0 251 47039 0 068892 2D CD5077 47039151N6AQ
Standard Number: N4703911RCD5077

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

100302 N4703911RCD5077 [REDACTED]
LLA :
AE 1711804 11T0 251 47039 0 068892 2D CD5077 47039151N6AQ
Standard Number: N4703911RCD5077

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

| | | | | |
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MOD 14

100303 N4703911RCD5077 [REDACTED]

LLA :

AE 1711804 11T0 251 47039 0 068892 2D CD5077 47039151N6AQ

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

COST LIMITATION CEILINGS ON INDIRECT RATES (FISC DET PHILA) (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

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CLINs 1001, 3002 and 3004 are incrementally funded as follows:

1001 - \$291,520.00 inclusive of all costs plus fixed fee

3002 - \$5,000.00

3004 - \$300.00

It is estimated that these funds will cover the cost of performance through 31 Dec 2009. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of the above shown amounts for these CLINs shall arise unless additional funds are made available and are incorporated as a modification to this contract.

DRUG-FREE WORK FORCE (DFARS 252.223-7004) (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedule I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the

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efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing-

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs," (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions - In this clause:

(i) "Contractor" means the firm signing this contract;

(ii) "System Supplier" means any firm engaged in or having a known or prospective interest in the development, production, or analysis of the weapon system, equipment or program which are identified in the statement of work of this contract.

(iii) "Affiliates" means employees or officers of the contractor and first tier subcontractors involved in the performance of this contract, or in the decision making process concerning this contract.

(iv) "Interest" means organizational or financial interest.

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(v) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Warranty Against Existing Conflicts of Interest

(i) The contractor warrants that it and its affiliates do not have any contracts with or any substantial interest in the system suppliers identified in the statement of work of this contract, other than those disclosed to the Government and listed in the section L solicitation provision entitled "Notice of Inclusion of an Organizational Conflict of Interest clause."

(ii) The contractor recognizes that during the term of this contract additional weapon system, equipment or programs may be identified and added to the statement of work of this contract as a result of contract modifications. In such event, the contractor agrees to immediately disclose to the Government information concerning any contract or interest between the contractor and its affiliates and any system supplier if the contract or interest arises during the term of this contract.

(iii) The contracting officer shall have the sole discretion to determine whether a potential organizational conflict of interest exists concerning any interest or contract which arises or is identified during the term of this contract. The contracting officer may take such steps as are necessary in the best interest of the Government to eliminate potential conflict of interest.

(c) Restrictions on Contracting

(i) The contractor agrees that during the term of this contract, and for a period of 36 (thirty-six) months thereafter, neither it nor its affiliates shall (1) enter into any contract for supplies, services or materials, related to the work under this contract with the system suppliers; (2) create for themselves any interest in the system suppliers; (3) consult or discuss with the system supplier any aspects of work under this contract; or (4) furnish to the United States Government, either as a prime contractor or as a subcontractor any component of a system it has worked on or had access to under this contract.

(ii) The contractor further agrees that neither it nor its affiliates will conduct a review nor make recommendations under this contract concerning any item which is the product of work performed by the contractor or its affiliates under any other contract.

(d) Non-Disclosure of Proprietary Data

Certain information of a proprietary nature may be submitted to the Government by a system supplier. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The contractor and the subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for profit of any party other than the party furnishing this information. Additionally, the contractor and subcontractor agree to execute agreements to this effect with companies providing proprietary data for performance under this contract. The contractor and subcontractors will restrict access to proprietary information to the minimum number of employees for performance of this contract.

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(e) Government Remedy

The contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate the contract for default.

NON-DISCLOSURE AND NON-USE OF DATA

Note: This clause applies to the contract and to each task order issued under the contract.

(a) Data

All data obtained, received, or learned by the Contractor and/or its personnel as a result of performance of this contract shall be deemed to be “sensitive” and/or “proprietary” whether or not such data is so designated or marked. The Contractor and its personnel shall restrict access to data obtained, received, or learned as a result of performance of this contract to the minimum number of Contractor personnel necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel who obtains, receives, or learns data as a result of performance of this contract understands and complies with this “Non-Disclosure and Non-Use of Data” clause.

(b) Non-Disclosure of Data

The Contractor and its personnel shall disclose data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract. The Contractor and its personnel shall not disclose such data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel shall take all steps necessary to prevent disclosure of such data except as specifically permitted herein.

(c) Non-Use of Data

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The Contractor and its personnel shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel shall not use or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall provide to the Contracting Officer a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(1) He/she shall disclose data obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(2) He/she shall not disclose data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(3) He/she shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event that the Contractor and/or its personnel will obtain, receive, or learn data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity. The Contractor shall provide such executed non-disclosure/non-use agreement with an entity to the Contracting Officer prior to the Contractor and/or its personnel having access to the data provided by the entity.

(e) Requirement to Disclose Data

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If the Contractor receives a court order requiring disclosure of data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data.

(f) Exception

This “Non-Disclosure and Non-Use of Data” clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this “Non-Disclosure and Non-Use of Data” clause is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default.

Note: The subcontractors shall comply with and be bound by the “Note Regarding Organizational Conflict of Interest”, the “Organizational Conflict of Interest” clause and “Non-Disclosure and Non-Use of Data” clause. The contractor shall ensure that the Note and the clauses flow down to any subcontracts/agreements with subcontractors performing under this task order.

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

(a) The Government may extend the term of this task order by written notice to the Contractor within 1 day of task order expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 days before the expiration of the period of performance. The preliminary notice does not commit the Government to an extension.

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

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

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APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Anita Stolfi CIV OPNAV N6, N616F
2511 Jefferson Davis Hwy
Arlington, VA 22202

(703) 601-1405 DSN 329
anita.stolfi@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

To Be Determined

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress

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and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

The following clause is hereby incorporated by reference:

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

Organizational Conflict of Interest

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restriction.

(a) Purpose. This clause seeks to ensure that the contractor is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the services provided under the Performance Work Statement, Sections 3.1.1. through 3.1.6.

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. The decision to grant a waiver is solely within the discretion of the Contracting Officer. No waiver will be granted by the Contracting Officer with respect to restrictions related to access to proprietary data.

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" are as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant" services are as defined in FAR 31.205-33(a).
- (7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

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

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

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

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

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

[] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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for AAS.

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

In addition to the clause above, the RFQ will also contain the following clause in Section L:

NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

This solicitation contains a clause entitled Organizational Conflict of Interest which is to be included in the Schedule of any contract to be awarded hereunder. The language of the clause is subject to negotiations prior to submission of best and final offer. Prospective offerors are requested to furnish with their proposals, information pertaining to any existing contract between the offeror and the companies engaged in furnishing to the United States Government any services or supplies pertaining to the development, production or analysis of any of the weapon systems, equipment or programs identified in the statement of work of this solicitation or listed below, if any, which may have a bearing on any existing or potential conflict of interest within the meaning of the clause in the Schedule. Such information shall include:

-the identity of the company

-a description of the work to be performed under the contract with the company or the relationship

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between the offeror and the company

-the dollar amount of the contract or any other ownership interest

-the period of performance

-a description of the internal control taken by the offeror to avoid potential organizational conflict

of interest, and

-any other information requested by the contracting officer.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

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SECTION I CONTRACT CLAUSES

SECURITY REQUIREMENTS (FAR 52.204-2)(AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual, and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

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SECTION J LIST OF ATTACHMENTS

DD 254

DD 1423

Memo to File