

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 27-May-2011	4. REQUISITION/PURCHASE REQ. NO. PR251768		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 steven.m.williams2@navy.mil 301-757-9717	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Eagle Systems 22560 Epic Drive Suite 100 California MD 20619-3097		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4304-M804
		10B. DATED (SEE ITEM 13) 01-Aug-2006
CAGE CODE 6V657	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)

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Bilateral Modification
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dawn Tennyson, Authorized Company Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Colleen G Coombs, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Dawn Tennyson (Signature of person authorized to sign)	15C. DATE SIGNED 24-May-2011	16B. UNITED STATES OF AMERICA BY /s/Colleen G Coombs (Signature of Contracting Officer)	16C. DATE SIGNED 27-May-2011

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GENERAL INFORMATION

The purpose of this modification is to incorporate the updated FAR clause 5252.242-9502. The contract is modified herein. 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 \$581,726.00 by \$0.00 to \$581,726.00.

The total value of the order is hereby increased from \$581,992.00 by \$0.00 to \$581,992.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	Labor - Base Year IAW Performance Based Statement of Work and CDRL's (OTHER)	12.0	LM	\$7,541.00	\$90,492.00
200001	Funding for CLIN 2000 (OTHER)				
2100	LABOR-Option Year 1 IAW Performance Based Statement of Work and CDRL's (OTHER)	12.0	LM	\$7,841.00	\$94,092.00
210001	Funding for CLIN 2100 (OTHER)				
2200	LABOR-Option Year 2 IAW Performance Based Statement of Work and CDRL's (OTHER)	12.0	LM	\$8,156.00	\$97,872.00
220001	Funding for CLIN 2200 (OTHER)				

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Travel - Base Year IAW the JTR (OTHER)	1.0	Lot	\$7,948.00
300001	Funding for CLIN 3000 (OTHER)			
3001	Calibration - Base Year IAW Performance Based Statement of Work and CDRL's (OTHER)	1.0	Lot	\$9,524.00
300101	Funding for CLIN 3001 (OTHER)			
3100	TRAVEL-Option Year 1 IAW the JTR (OTHER)	1.0	Lot	\$7,948.00
310001	Funding for CLIN			

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3100 (OTHER)

3101 CALIBRATION - 1.0 Lot \$9,905.00
Option Year 1 IAW
Performance Based
Statement of Work
and CDRL's
(OTHER)

310101 Funding for CLIN
3101 (OTHER)

3200 TRAVEL-Option 1.0 Lot \$8,112.00
Year 2 IAW the
JTR (OTHER)

3201 CALIBRATION - 1.0 Lot \$10,300.00
Option Year 2 IAW
Performance Based
Statement of Work
and CDRL's
(OTHER)

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	LABOR-Option Year 3 IAW Performance Based Statement of Work and CDRL's (OTHER)	12.0	LM	\$8,481.00	\$101,772.00
5100	LABOR-Option Year 4 IAW Performance Based Statement of Work and CDRL's (OTHER)	12.0	LM	\$8,820.00	\$105,840.00
510001	Funding for CLIN 5100 (OTHER)				

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	TRAVEL-Option Year 3 IAW the JTR (OTHER)	1.0	Lot	\$10,466.00
600001	Funding in support of CLIN 6000 (WCF)			
600002	Funding in support of CLIN 6000 (OTHER)			
600003	Funding in support of CLIN 6000 (OTHER)			

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6001	CALIBRATION - Option Year 3 IAW Performance BAsed Statement of Work and CDRL's (OTHER)	1.0 Lot	\$10,713.00
6100	TRAVEL-Option Year 4 IAW the JTR (OTHER)	1.0 Lot	\$5,866.00
610001	Funding for CLIN 6100 (OTHER)		
6101	CALIBRATION - Option Year 4 IAW Performance Based Statement of Work and CDRL's (OTHER)	1.0 Lot	\$11,142.00
610101	FUNDING (OTHER)		

Additional SLINs may be created to accommodate different types of funds that shall be used to fund this effort.

CLINs 2000, 2100, 2200, 5000, 5100 are FFP. CLINs 3000, 3001, 3100, 3101, 3200, 3201, 6000, 6001, 6100, 6101 are Cost Reimbursable.

The exercise of option CLINs 5000, 5100 and the associated option ODC CLINs 6000, 6001, 6100, and 6101 are contingent upon the award term option period at the basic contract level being exercised.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Based Statement of Work

For Naval Test Wing Atlantic

1.0 Introduction: The Naval Test Wing Atlantic Naval Air Warfare Center Aircraft Division (NAWCAD) requires contractor support for centralized aircraft weight and balance services on but not limited to the following aircraft: EA-6B, C-2, C-9, C-12, C-130, E-2, E-6, F/A-18, H-1, H-2, H-3, H-46, H-53, H-58, H-57, H-60, P-3, T-2, T-34, T-38, T-6, T-45, and V-22. Centralized weight and balance services have increased the efficiency and safety of NAWCAD flight operations. These services include coverage of aircraft maintenance aircraft weight and balance requirements as well as flight test related weight and balance requirements.

2.0 Background: The Naval Test Wing Atlantic Naval Air Warfare Center Aircraft Division (NAWCAD) must comply with Naval Air Systems Command directives to ensure aircraft are properly weighed and balanced to ensure safety of flight and efficiency.

3.0 Scope: The Performance Based Statement of Work (PBSOW) provides technical services to conduct weight and balance determinations to increase the efficiency and safety of NAWCAD flight operations

4.0 Applicable Documents:

Unless otherwise specified, the revision level and date for each specification or standard cited within this solicitation/contract (including any specification or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards (DoDISS) at <http://stinet.dtic.mil/str/dodiss4-fields.html>

The following documents are applicable to this PBSOW. Note: The offeror/contractor is encouraged to submit alternatives to specifications and standards cited; however, the proposed alternatives shall satisfy the requirements of the PBSOW without compromising program integrity:

NAVAIR 01-1B-40/ weight and Balance Data

COMNAVFORINST 4790.2 series/ Naval Aviation Maintenance Program

NAVAIR-01-1B-50/USN Aircraft Weight and Balance Data

Technical Manual, Weight and Balance Data – Air Force

Automated Weight and Balance System (AWBS)

5.0 Performance Requirements:

5.1 Using standard mathematical methodologies or experimentation, the contractor shall determine weight and balance center-of-gravity (CG) of test instrumentation and system installations in accordance with applicable documents. Actual weight and CG will be determined for test instrumentation (mounting structures, recording units, transmitting units, sensors, test wiring, pressure tubing, junctions boxes, power supplies, power conversion units, amplifiers, signal conditioners, controls, etc.) and test systems (displays, avionics, recorders, mounts, etc.). The weight and CG data will be used in the preparation of flight loadings. CDRL 001 and 013 apply.

5.2 Using standard mathematical methodologies or experimentation, the contractor shall determine weight, CG, and moment of inertia of suspension stores as required in accordance with applicable documents. A suitable file of such data with respective serial numbers will be maintained for reference purposes. The actual weight and CG data will be used in the preparation of flight loadings. CDRL items 002 and 013 apply.

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5.3 Using standard mathematical methodologies or experimentation, the contractor shall analyze weight and CG of test aircraft in order to determine the amount and location of test ballast in accordance with applicable documents. Varying amounts of test ballast will be used to enable a test aircraft to simulate a fleet operational weight and CG condition or to attain the design limits of weight and CG as required by NAWCAD test projects. Test ballast or production ballast are considered as fixed equipment items and will be tabulated on DD Form 365-1. CDRL items 003, 004, and 013 apply.

5.4 Using applicable documents, the contractor shall tabulate and compartmentalize test equipment weight and balance and CG on DD Forms 365-1 (Chart A – Basic Weight Checklist). The Chart A equipment tabulations will be used for fixed equipment inventory purposes especially when a test aircraft is weighed. Chart A weight and CG will also be used in the adjustment of the aircraft basic weight and moment entered on DD Form 365-3 (Chart C – Basic Weight and Balance Record) when changes are made; i.e., fixed equipment removals or additions. CDRL items 004 and 013 apply.

5.5 The contractor shall conduct actual aircraft weight and horizontal balance determinations in accordance with procedures specified in the applicable documents. This will require entering names and affiliation of personnel responsible for aircraft actual weighing data on DD Form 365. The completion of DD Form 365-2 (Airplane Weighing Record) and inventory of fixed operating equipment on DD Form 365-1 will be required. The basic weight configuration will be defined by the DD Form 365-1 inventory plus the basic weight and moment will be entered on DD Form 365-3. DD Form 365-4 (Weight and Balance Clearance) will also be completed. CDRL items 004, 005, 006, 007, 008, and 013 apply.

5.6 Using standard mathematical methodologies or experimentation, the contractor shall determine actual aircraft weight and vertical balance in accordance with applicable documents. An aircraft vertical CG weighing will be performed in conjunction with horizontal weight and balance as required. Weight Form AN-9250 (Aircraft Actual Weight and Vertical Balance), or its equivalent, will be used in the performance of this task. CDRL items 009 and 013 apply.

5.7 The contractor shall maintain updated DD Forms 365-3 (Chart C) in accordance with applicable documents. Chart C is a continuous history of changes in structure or equipment affecting the aircraft basic weight and CG. The DD Forms 365-4 (Form F) must be prepared to reflect changes in basic weight and moment entered on Chart C. Chart C basic weight and moment calculations will be confirmed at the aircraft weighing intervals specified in applicable documents. CDRL items 007 and 013 apply.

5.8 The contractor shall prepare flight loadings, DD Forms 365-4 (Form F) in accordance with applicable documents at the time of an aircraft actual weight and horizontal balance. Variable load items are tabulated on Chart E in accordance with applicable documents and shall include (but not be limited to) the following: store suspensions, stores, fuel, cargo, crews, passengers, rack mounted test instrumentation units, fuel tanks, gun ammo, baggage, etc. CDRL 008 and 013 apply.

5.9 The contractor shall derive aircraft contractual weight empty by conducting an aircraft weight and horizontal balance in accordance with applicable documents. The contractor shall complete DD Forms 365-1, DD 365-2, DD 365-3, and DD 365-4. Summaries of weight empty items not included and non-weight empty items included in the basic weight by the summarized items provides a weight empty for comparison to contractual weight empty guarantee. CDRL items 004, 007, 008, 011, and 013 apply.

5.10 Using weight and balance data, the contractor shall prepare graphical

presentations of aircraft weight and balance and CG excursion resulting from fuel usage or dropping of stores for briefs or conduct of flight brief. Briefs may be hand prepared or computerized. CDRL items 010 and 013 apply.

5.11 The contractor shall validate aircraft manufacturers' demonstration of aircraft weight and CG data in accordance with applicable documents. The contractor shall witness and affirm that the data was derived from a weight horizontal balance performed in accordance with applicable documents as required. The contractor shall validate the data developed by aircraft (airframe) contractors on a new or modified aircraft. CDRL items 004, 007, and 013 apply.

5.12 The contractor shall conduct weighings and complete all charts of NAVAIR

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01-1B-40 in accordance with applicable documents in support of aircraft transfer activities on but not limited to the following aircraft: EA-6B, C-2, C-9, C-12, C-130, E-2, E-6, F/A-18, H-1, H-2, H-3, H-46, H-53, H-58, H-57, H-60, P-3, T-2, T-34, T-38, T-6, T-45, and V-22. CDRL items 004, 006, 007, 008, and 013 apply.

5.13 The contractor shall participate in the conduct of fuel gauge calibrations by

comparing known amounts of aircraft fuel against fuel quantity gauge reading to obtain a calibration. CDRL items 012 and 013 apply.

5.14 The contractor shall arrange for calibration of scales located in Hangar 111 in

accordance with applicable documents. CDRL item 013 applies.

5.14a Scales in Hangar 111 are following make: 8142 Toledo, Serial 4284027-4NT, Capacity 100,000 pounds; Toledo 8142, Serial 4286710-4NT, Capacity 100,000 pounds.

5.14b Calibration of scales shall include:

Ø Inspect general condition

Ø Inspect all platform clearances

Ø Provide all required “confined space” equipment, e.g., Gas/oxygen Tester, Life Retrieving Harness and Tripod, and all associated safety equipment

Ø Inspect Weigh-Bridge of each scale

Ø Inspect operation of platform Screw Drive assembly

Ø Check alignment and operation of each load cell

Ø Install new desiccant bags in each junction box

Ø Test the “Main Gear” and “Nose Gear” scales and record all “As Found” readings.

Ø Make any necessary adjustments and calibrate

Ø If necessary perform a final test and record all “As Left” readings

Ø Provide Comprehensive Test Reports and Certificate of Calibration for each scale tested

Ø Provide Test Weight Certificates that are traceable to NIST

6.0 Travel:

The contractor shall be required to travel to other Government/military installations to monitor the weight and balances for flight tests and perform duties listed in the SOW Tasks and/or to attend conferences at commercial facilities. All trips taken by contractor

personnel shall be in accordance with specific technical direction letter (TDL) requirements. A report shall be submitted for each trip no later than five (5) working days after completion of travel. There is to be an average of approximately five (5) trips required of the contractor each year to various sites.

7.0 Government Furnished Equipment/Property:

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The Government will provide access to: Office space for one (1) person, scales at Hangar 111 and the Aircraft Test and Evaluation Facility at NAWCAD Patuxent River Maryland. Access to miscellaneous weight and balance equipment shall be provided by the Government, however, the contractor shall be required to check out such equipment (when required by the contractor) from the Tool Room at NAWCAD using standard, established NAWCAD procedures. A computer (NMCI) will be supplied by the Government for use in the application of the Aircraft Weight and Balance Computer System and for business communications.

8.0 Working Environment:

The contractor shall be required to work in and around aircraft including under and on top of aircraft. The contractor shall be responsible for recognizing the need, and obtaining appropriate and necessary safety equipment required for working in the aircraft environment.

9.0 Safety and Security:

Upon reporting to NAWCAD, contractor personnel assigned for a period in excess of 30 days are required to attend security and safety orientations provided by designated NAWCAD Security and Safety Officers. The purpose of these orientations is to provide contractor personnel with awareness of basic requirements for protection of individuals, classified information, and the procedures that coincide. Documents as specified in the SOW "Applicable Documents" will be issued as the basis for these orientations and the contractor shall comply with the information of these instructions regardless of timeframe on-site. For contractor personnel assigned for a period in excess of 30 days, a debriefing is required from designated NAWCAD Security and Safety Officers prior to permanent departure from NAWCAD.

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communications. Similarly, the contractor affiliation shall be identified at the beginning of any meeting or conference where contractor personnel are in attendance. Proper identification of NAWCAD contractor personnel is required. All contractor personnel must wear an official badge issued by the NAS Security Department or its designee while occupying Government spaces. The following is required:

- a. If a contractor is to provide support for over 30 days, an NAS badge will be issued from NAS Security Office. The badge shall have the expiration date that is coincident with the expiration of the incumbent's contract.
- b. If a contractor is to support for 30 days or less, a NAS visitor badge will be issued. The badge shall have the sponsor identified and the expiration date that shall not exceed the expiration date of the individual's contract at NAWCAD. The badge shall specify the authorized access spaces at NAWCAD.

10.0 Standards of Measurement:

PBSOW PARAGRAPH	OBJECTIVE	PERFORMANCE STANDARD	ACCEPTANCE LEVEL	METHOD OF SURVEILLANCE
5.1	Calculate Weight & Balance & CG	Applicable documents and calculations	100% completion prior to all flight loadings	Government surveillance of data
5.2	Calculate Weight, CG & Moment of Inertia	Applicable documents and calculations	100% completion prior to all flight loadings	Government surveillance of data
5.3	Determine Test Ballast	Applicable documents and calculations	100% completion of DD Form 365-1	Government surveillance of data
5.4	Tabulate Test Equipment Weight & Balance & CG	DD Form 365 Chart A	100% completion of Charts A & C	Government review of inventories and changes to Charts A & C.

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5.5	Conduct Weight & Horizontal Balance	Applicable documents and calculations	100% Completion of DD Forms 365-1 & 365 -2	Government surveillance of data
5.6	Conduct Weight & Vertical Balance	Applicable documents and calculations	100% Completion of Form An-9250 or equivalent	Government surveillance of data
5.7	Maintain DD Forms 365-3 and 365-4	Applicable documents and calculations	100% completion of Charts A & F	Government review of aircraft weight & balance charts
5.8	Prepare DD Form 365-4 & Chart E	Applicable documents and calculations	100% completion of Chart E and DD Form 365-4	Government review of Forms and Chart E
5.9	Derive Contractual Weight	Applicable documents and calculations	100% completion of DD Forms 365-1, 365-2, 365-3, 365-4	Government review of DD Forms 365-1, 365-2, 365-3, 365-4
5.10	Prepare graphical presentation of W&B data	Computerized or hand prepared.	100% of service provided when required	Government observation or analysis
5.11	Validate manufacturer's demo of weight & CG	Applicable documents and calculations	Witness & affirm 100% of data derived from weight horizontal balance	Government review
5.12	Fuel Quantity Guage Calibration	Applicable documents and calculations	Comparison with known amounts of fuel against gauge reading calibration	Government review of data
5.13	Complete aircraft transfer weighings	Applicable documents and calculations	100% of Charts per NAVAIR 01-1B-40	Government review
5.14	Arrange for calibration of scales Hangar 111	Applicable documents and calculations	Scales calibrated prior to expiration date	Government inspection

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SECTION D PACKAGING AND MARKING

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

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

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

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

2000 8/1/2006 - 7/31/2007

3000 8/1/2006 - 7/31/2007

3001 8/1/2006 - 7/31/2007

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

2100 8/1/2007 - 7/31/2008

3100 8/1/2007 - 7/31/2008

3101 8/1/2007 - 7/31/2008

2200 8/1/2008 - 7/31/2009

3200 8/1/2008 - 7/31/2009

3201 8/1/2008 - 7/31/2009

5000 8/1/2009 - 7/31/2010

6000 8/1/2009 - 7/31/2010

6001 8/1/2009 - 7/31/2010

5100 8/1/2010 - 7/31/2011

6100 8/1/2010 - 7/31/2011

6101 8/1/2010 - 7/31/2011

F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the Contractor within 5 days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

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52.217-5--Evaluation of Options.

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

The following contract clauses are hereby reference:

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

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

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

(1) NAVAIR 5.1D.

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

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

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

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

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

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

Naval Air Warfare Center A/D

Codes: RD, 01-1B-40, PROJENG/PILOT, TESTDIR/FLTOPS, NAVAIR 51D

22541 Milstone Road

Patuxent River, MD 20670-1606

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SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the Seaport-e Basic Contract are incorporated into this order if applicable.

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Lisa Rice

Code: 5.1D

E-mail: lisa.rice@navy.mil

Mailing Address: 22541 Millstone Road, Patuxent River, MD 20670-1606

Telephone: 301-342-6764

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

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs

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are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

TASK ORDER G1

The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

For each invoice submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the Invoice/Acceptance Officer identified below.

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Invoice/Acceptance Officer:Lisa Rice

Phone Number: 301-342-6764

E-Mail Address: lisa.rice@navy.mil

Ship to DODAAC: N00421

5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (NAVAIR) (MAY 1998) – ALT I (JUL 1999)

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

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation. All disbursement will be to the appropriate ACRN.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (OCT 2005)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Navy Air Force Interface (NAFI) to the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

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

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

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

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

http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html

Access the above web site for information on

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WAWF Invoice Type: invoice types: Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC N00421

Admin Office DODAAC: S2101A

Inspector DODAAC (if applicable):

Ship To DODAAC (for Combo), N00421

Service Acceptor DODAAC (for 2 in 1), N00421

Service Approver DODAAC (for Final Cost Voucher) (if applicable)

Acceptor DODAAC (if applicable): N00421

Local Processing Office (LPO –if applicable):

DCAA Office DODAAC (Cost Voucher Approver – if applicable): HAA719

Paying Office DODAAC: HQ0338

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name Email Phone Role

Lisa J. Rice lisa.rice@navy.mil 301-342-6764 Deputy Operations Officer

252.232-7003 Electronic Submission of Payment Requests.

As prescribed in 232.7004, use the following clause:

Electronic Submission of Payment Requests (MAY 2006)

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

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

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

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

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

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on

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the Internet at <https://wawf.eb.mil>.

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

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

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

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

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

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

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

(End of Clause)

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Accounting Data
SLINID  PR Number                Amount
-----
200001  0010184767                    90492.00
LLA :
AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
CIN 001018476700001

300001  0010184767                    7948.00
LLA :
AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
CIN 001018476700003

300101  0010184767                    9524.00
LLA :
AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
CIN 001018476700002

```

BASE Funding 107964.00
Cumulative Funding 107964.00

MOD 02

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210001  0010222124                    94092.00
LLA :
AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
CIN: 001022212400001

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310001  001022124                    7948.00
LLA :
AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
CIN: 001022212400002

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310101 0010222124 9905.00
 LLA :
 AA 97X4930 NH2A 253 77777 0 054219 2F 000000 400001230000
 CIN: 001022212400003

MOD 02 Funding 111945.00
 Cumulative Funding 219909.00

MOD 04

220001 1300110058 97872.00
 LLA :
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000013483
 CIN: 130011005800001

3200 1300110058 8112.00
 LLA :
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000013483
 CIN: 130011005800002

3201 1300110058 10300.00
 LLA :
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000013483
 CIN: 130011005800003

MOD 04 Funding 116284.00
 Cumulative Funding 336193.00

MOD 06

5000 1300131092 101772.00
 LLA :
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000237343
 CIN: 130013109200001

600001 1300131092 3200.00
 LLA :
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000
 Cost Code: A00000237343
 CIN: 130013109200002

6001 1300131092 10713.00
 LLA :
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000237343
 CIN: 130013109200003

MOD 06 Funding 115685.00
 Cumulative Funding 451878.00

MOD 07

600002 1300131092-0001 2000.00
 LLA :
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000237343
 CIN 130013109200004

MOD 07 Funding 2000.00
 Cumulative Funding 453878.00

MOD 08

600003 1300152751 5000.00
 LLA :
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000413716
 CIN: 130015275100002

MOD 08 Funding 5000.00

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Cumulative Funding 458878.00

MOD 09

510001 1300165265 105840.00
 LLA :
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000491440
 CIN: 130016526500001

610001 1300165265 5866.00
 LLA :
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000491440
 CIN: 130016526500002

610101 1300165265 11142.00
 LLA :
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000491440
 CIN: 130016526500003

MOD 09 Funding 122848.00
 Cumulative Funding 581726.00

MOD 10 Funding 0.00
 Cumulative Funding 581726.00

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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 SBA's 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's

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Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

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

H-1 Compressed Work Schedule (CWS)

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

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

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

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SECTION I CONTRACT CLAUSES

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

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SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLS