

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
12

3. EFFECTIVE DATE
28-Apr-2015

4. REQUISITION/PURCHASE REQ. NO.
1300465675-0001

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE
NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Technical Systems Integration
816 Greenbrier Circle, Suite 208
Chesapeake VA 23320

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
[X] N00178-04-D-4147-M803

10B. DATED (SEE ITEM 13)
01-Sep-2012

CAGE CODE 0WWV3 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.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 43.103 (b) 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)
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Rita A Pegg, Contracting Officer

16B. UNITED STATES OF AMERICA
BY /s/Rita A Pegg
(Signature of Contracting Officer)

15C. DATE SIGNED
16C. DATE SIGNED
28-Apr-2015

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GENERAL INFORMATION

The purpose of this unilateral modification is to incrementally fund CLIN 7000, 7010, 9000 & 9001 in the amount of \$311,758.88 ... 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 \$1,782,850.75 by \$311,758.88 to \$2,094,609.63.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700003	APN	0.00	119,499.24	119,499.24
701003	APN	0.00	146,562.62	146,562.62
900003	APN	0.00	21,848.51	21,848.51
900103	APN	0.00	23,848.51	23,848.51

The total value of the order is hereby increased from \$2,094,609.64 by \$0.00 to \$2,094,609.64.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Base Period: MH-60R Ship Integration, Logistic and Shore Facility Support for PMA 299 in accordance with the PBSOW. (APN)	1.0	LO	██████████	██████████	\$277,296.47
400001	R706	Funding in support of CLIN 4000 (APN)					
400002	R706	Funding in support of CLIN 4000 (APN)					
4010	R706	Base Period: MH-60S Ship Integration, Logistic and Shore Facility Support for PMA 299 in accordance with the PBSOW. (APN)	1.0	LO	██████████	██████████	\$338,872.18
401001	R706	Funding in support of CLIN 4010 (APN)					
401002	R706	Funding in support of CLIN 4010 (APN)					
4020	R706	Data for 4000 Series CLINs in accordance with PBSOW and CDRLs. NSP (APN)	1.0	LO	\$0.00	\$0.00	\$0.00
4030	R706	Base Period: Capacity Increase CLIN (CIC) 10% Labor in accordance with H-1 clause. (APN)	1.0	LO	██████████	██████████	\$61,616.87
		Option					
4100	R706	Option Period One: MH-60R Ship Integration, Logistics and Shore Facility Support for PMA 299 in accordance with the PBSOW. (APN)	1.0	LO	██████████	██████████ 9.95	\$282,842.39
410001	R706	Funding in support of CLIN 4100 (APN)					
410002	R706	Funding in support of CLIN 4100 (APN)					
410003	R706	Funding in support of CLIN 4100 (APN)					
4110	R706	Option Period One: MH-60S Ship Integration, Logistics and Shore Facility Support for PMA 299 in accordance with PBSOW. (APN)	1.0	LO	██████████	██████████	\$345,649.62
411001	R706	Funding in support of CLIN 4110 (APN)					
411002	R706	Funding in support of CLIN 4110 (APN)					
411003	R706	Funding in support of CLIN 4110 (APN)					
411004	R706	Funding in support of CLIN 4110 (APN)					
4120	R706	Data for 4100 Series CLINs in accordance with PBSOW and CDRLs. NSP (APN)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4130	R706	Option Period One: Capacity Increase CLIN (CIC) 10% Labor in accordance with H-1 clause. (APN) Option	1.0	LO	██████████	██████████	\$62,849.20

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6000	R706	Base Period: MH-60R ODC in support of CLIN 4000. (APN)	1.0	LO			\$33,790.66
600001	R706	Funding in support of CLIN 6000 (APN)					
600002	R706	Funding in support of CLIN 6000 (APN)					
6001	R706	Base Period: MH-60S ODC in support of CLIN 4010. (APN)	1.0	LO			\$33,790.66
600101	R706	Funding in support of CLIN 6001 (APN)					
600102	R706	Funding in support of CLIN 6001 (APN)					
6002	R706	Base Period: Capacity Increase CLIN (CIC) 10% ODC in accordance with H-1 clause. (APN) Option	1.0	LO			\$6,758.13
6100	R706	Option Period One: MH-60R ODC in support of CLIN 4100 (APN)	1.0	LO			\$34,804.39
610001	R706	Funding in Support of CLIN 6100 (APN)					
610002	R706	Funding in support of CLIN 6100 (APN)					
610003	R706	Funding in support of CLIN 6100 (APN)					
6101	R706	Option Period One: MH-60S ODC in support of CLIN 4110. (APN)	1.0	LO			\$34,804.39
610101	R706	Funding in Support of CLIN 6101 (APN)					
610102	R706	Funding in support of CLIN 6101 (APN)					
610103	R706	Funding in support of CLIN 6101 (APN)					
610104	R706	Funding in support of CLIN 6101 (APN)					
6102	R706	Option Period One: Capacity Increase CLIN (CIC) 10% ODC in accordance with H-1 clause. (APN) Option	1.0	LO			\$6,960.88

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Option Period Two: MH-60R Ship Integration, Logistics and Shore Facility Support for PMA 299 in accordance with the PBSOW. (APN)	1.0	LO	██████████	██████████	\$288,499.24
700001	R706	Funding in support of CLIN 7000 (APN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700002	R706	Funding in support of CLIN 7000 (APN)					
700003	R706	Funding in support of CLIN 7000 (APN)					
7010	R706	Option Period Two: MH-60S Ship Integration, Logistics and Shore Facility Support for PMA 299 in accordance with PBSOW. (APN)	1.0	LO			\$352,562.62
701001	R706	Funding in support of CLIN 7010 (APN)					
701002	R706	Funding in support of CLIN 7010 (APN)					
701003	R706	Funding in support of CLIN 7010 (APN)					
7020	R706	Data for 4200 Series CLINs in accordance with the PBSOW and CDRLs. NSP (APN)	1.0	LO	\$0.00	\$0.00	\$0.00
7030	R706	Option Period Two: Capacity Increase CLIN (CIC) 10% Labor in accordance with H-1 clause. (APN) Option	1.0	LO			\$64,106.18

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	Option Period Two: MH-60R ODC in support of CLIN 4300. (APN)	1.0	LO	\$35,848.51
900001	R706	Funding in support of CLIN 9000 (APN)			
900002	R706	Funding in support of CLIN 9000 (APN)			
900003	R706	Funding in support of CLIN 9000 (APN)			
9001	R706	Option Period Two: MH-60S ODC in support of CLIN 4310. (APN)	1.0	LO	\$35,848.51
900101	R706	Funding in support of CLIN 9001 (APN)			
900102	R706	Funding in support of CLIN 9001 (APN)			
900103	R706	Funding in support of CLIN 9001 (APN)			
9002	R706	Option Period Two: Capacity Increase CLIN (CIC) 10% ODC in accordance with H-1 clause. (APN) Option	1.0	LO	\$7,169.70

The task order Contracting Officer will unilaterally create informational SLINs during performance of this task order to provide funding.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

MH-60R/S Ship Integration and Shore Facilities Requirements

Performance Based Statement of Work

1.0 INTRODUCTION

The U.S. Navy Helicopter Concept of Operations (CONOPS) defines the transition plan to reduce the number of type/model/series helicopters and establishes the organization structure for MH-60R and MH-60S helicopter squadrons. Specifically, the MH-60R and MH-60S will operate from Aircraft Carriers (CVN), Small Surface Combatants (SSCs), Littoral Combat Ships (LCS) and various shore stations around the world. Shore Site Assessment Surveys, Site Activation Support Plan (SASP) and the Facilities Requirement Document (FRD) are used to evaluate, plan and design facilities and acquire resources to field these aircraft during the transition.

2.0 SCOPE

The requirement is to provide Integrated Logistics Support (ILS) to (1) update the FRD, (2) update SASP, and (3) provide Ship Integration Management and Analyst support to implement the U.S. Navy Helicopter CONOPS. The Contractor shall support PMA-299 in the integration of the H-60 aircraft into various Shipboard Combat Systems. The requirement will require knowledge of, and access to, airborne assets of each air platform and surface assets sufficient to support the Ship/Air Integration of Multi-Mission Helicopters (MMH) aboard all air-capable surface ships. Specific knowledge and experience include all air-capable surface combatants, aircraft carriers, amphibious, littoral, and combat logistics force ships. Additionally, the Contractor shall have specific knowledge of the SH-60B, MH-60R and MH-60S and air-capable ship missions and concepts of operations/employment, as well as aviation facilities, equipment, and maintenance.

3.0 APPLICABLE DOCUMENTS

The Contractor shall use the latest version of the following documents, which will be provided by the Government at contract award, in order to complete the scope of this Performance Based Statement of Work (PBSOW),

- U.S. Navy Helicopter Concept of Operations (CONOPS)
- MH-60R/S Multi-Mission Helicopter Facilities Requirements Document (FRD) for Typical Shore-based and Shipboard Sites, Rev L, 31 January 2010

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- Light Airborne Multi-Purpose System (LAMPS) MKIII and MH-60S Installation Design Requirements (IDRs)
- Air Bulletin 1 for both Air Capable Ship Aviation Facilities and Amphibious Assault Ship Aviation Facilities
- MH-60S Site Activation Support Plans (SASP)
- MH-60R Site Activation Support Plans (SASP)
- MH-60R and MH-60S Standard Operating Procedures
- MH-60R and MH-60S Operational Requirements Documents (ORD)
- MH-60R and MH-60S Weapons System Planning Document (WSPD)
- MH-60R and MH-60S Maintenance Plans
- MH-60R and MH-60S Logistics Information: Acquisition Logistics Support Plan (ALSP), Information Systems Security Plan (ISSP), Information Support Plan (ISP), Independent Logistics Assessment (ILA) guidelines, Site Evaluation Reports, known/projected support requirements

4.0 RESERVED

5.0 REQUIREMENTS

5.1 Logistic Program Management

The Contractor shall provide PMA-299 logistic program support in the integration of the H-60 aircraft into various Shipboard Combat Systems. The requirement shall require knowledge and access to airborne assets of each air platform and surface assets sufficient to support the Ship/Air Integration of Multi-Mission Helicopters (MMH) aboard all air-capable surface ships. This effort requires knowledge and experience of all air-capable surface combatants, aircraft carriers, amphibious, littoral, and combat logistics force ships. Additionally, the Contractor shall have knowledge of the SH-60B, MH-60R and MH-60S and air-capable ship missions and concepts of operations/employment, as well as aviation facilities, equipment, and maintenance.

The Contractor shall develop and update program management briefings for NAVAIR Integrated Program Team (IPT) Leads in accordance with the Contractor's Progress, Status and Management Report (CDRL A001).

5.2 MH-60R Facilities Requirements Document (FRD)

The Contractor shall update the existing Facilities Requirement Document (FRD) to incorporate the latest version of the "Applicable Documents" in section 3.0 above.

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- The Contractor shall identify, record, and track MH-60 ship and shore facility requirements in accordance with the Weapon System Planning Documents (WSPDs).
- The revised FRD shall be delivered in accordance with the Technical Report- Study Services (CDRL A002) to the Ship Integration IPT Lead.
- The Contractor shall incorporate the latest LAMPS MKIII and MH-60S Installation Design Requirements (IDRs) and known changes into the revised version of the FRD.

5.3 Ship Integration Management and Analysis

The Contractor shall coordinate all aspects of the MMH Ship Aviation Integration Team (SAIT), which addresses the ship/air integration with respect to MMH/ship and associated air-capable platform mission systems and physical interfaces.

- Identify and resolve technical, schedule, and engineering issues concerning the deployment of the aircraft aboard new construction ships and existing fleet assets.
- Conduct liaison with NAVSEA PMS codes, MSC Headquarters, USCG Headquarters and associated regulatory bodies and activities.
- The Contractor shall conduct technical evaluations and reviews, prepare documentation, and apply knowledge and experience in the area of engineering and specifications for air/ship integration systems, related aircraft avionics, weapons, and subsystems.
- The technical projects performed shall assess and implement technical, scientific or engineering problems, concepts, and performance of existing or proposed weapons systems and avionics. These services include the analysis of proposed alternatives, workarounds, and trade-offs and their impact on the schedule, budget, and mission of current platforms and weapons systems.
- Track the aviation facility certifications of the SH-60B, MH-60R and MH-60S aboard air-capable ships to the level and class in accordance with Air Bulletin 1 for both Air Capable Ship Aviation Facilities and Amphibious Assault Ship Aviation Facilities.
- Additionally, aircraft handling deck certifications shall be monitored for currency based on ship and/or aircraft modifications and updated in accordance with DDS-130-2 (Structural Design and Analysis of Helicopter Handling Decks) and applicable American Bureau of Shipping (ABS), Naval Vessel Rules (NVR, and Det Norske Veritas (DNV) guidelines.
- Research, maintain, and update the Facilities Requirements Documents (FRD) by accessing ship and aircraft modifications as well as emergent requirements.
- The Contractor shall plan for, facilitate, and provide programmatic support, via onsite attendance or via teleconferencing, in weekly IPT meetings to include engineering reviews, logistics reviews, CDRL tracking reviews, and security status reviews, Monthly Requirement Reviews to include Risk Management, and Quarterly Program Reviews (QPRs).

5.3.1 MH-60 Ship Integration Tasks

The Contractor shall perform the following tasks in support of the MH-60 Ship Integration:

- The Contractor shall provide programmatic support, via onsite attendance or via

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teleconferencing, to H-60 IPT meetings, weekly logistics meetings and integration meetings, working groups, conferences, and studies.

- Recommend to PMA 299 Ship Integration personnel in writing or orally, changes in processes, procedures, and techniques to facilitate and streamline fleet supply and maintenance support procedure.
- Research and provide recommendations concerning ship and shore integration: Monitor ship and shore facilities status and identify and advise the Ship Integration Team of the progress and impact.
- Analyze and assess the technical approaches for integration of MH-60 helicopters onto U.S. Navy shore facilities and ships (legacy and new construction).
- Identify emergent ship-based and shore-based integration issues, perform analysis of alternatives, recommend solutions and risk mitigation steps.
- Coordinate ship and shore integration efforts across various DoN agencies including: OPNAV (N75, N76, N780, NAVAIR/NAVSEA activities, AIR 1.2, PEO Carriers, PEO Ships, PMS500, PMS501, PMS495, PMS420, Fleet/Type/Regional/Wing Commander Staffs, CSG/ESG Battle Staffs, Fleet Introduction Team (FIT), Center for Naval Installations (CNI), NAVFAC Headquarters, and other shore integration activities/staffs/commands.
- Liaise with ship and shore facility engineers, planners, estimators, and cost personnel involved in facilities programs and develop solutions to shore, physical and mission system integration.
- The Contractor shall identify aviation support requirements and their impact on logistics elements.
- The Contractor shall create estimates for Justification Cost Forms (JCFs).
- The Contractor shall monitor and recommend workarounds to ensure the timely progress of Ship Change Documents (SCDs) through the SHIPMAIN processes.
- Verify that SCD installations meet requirements for helicopter operations.

5.4 MH-60R Site Activation Support Plans (SASP)

The Contractor shall update the Shore Site Assessment Survey Checklist and perform shore site assessment surveys, when directed by PMA 299 Ship Integration (to include reporting any environmental issues) for the following locations:

- Norfolk, VA
- Jacksonville/Mayport, FL

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- North Island, CA
- Atsugi, Japan
- Kaneohe Bay, HI.

The site surveys shall address the following logistics elements:

- Weapons System Mission Description
- Organization and Responsibilities
- Facilities
- Training (liaison with PMA-205)
- Support and Test Equipment
- Supply Support
- Manpower and Personnel
- Navy Packaging, Handling, Storage and Transportation (PHS&T)

These updated surveys shall be used to update the existing SASP, which shall be delivered in accordance with the Revisions to Existing Government Documents, (CDRL A003). The status of current site activation requirements shall be documented annually. This status report shall address any unresolved facilities issues and any barriers to completion, including status of Military Construction (MILCON) funding or plans for regional funding of the project for both MH-60R/S approved operating locations. This data shall be provided in accordance with the Technical Report – Study/Services, (CDRL A004).

5.5 MH-60S Site Activation Support Plans (SASP)

The Contractor shall update the Shore Site Assessment Survey Checklist and perform shore site assessment surveys, (to include reporting any environmental issues) for Norfolk, VA.

The site surveys shall address the following logistics elements:

- Weapons System Mission Description
- Organization and Responsibilities
- Facilities
- Training (liaison with PMA-205)
- Support and Test Equipment

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- Supply Support
- Manpower and Personnel
- PHS&T

These updated surveys shall be used to update the existing SASP, which shall be delivered in accordance with Revisions to Existing Government Documents, (CDRL A003). The status of current site activation requirements will be documented annually. This status report will address any unresolved facilities issues and any barriers to completion, including status of MILCON funding or plans for regional funding of the project for both MH-60R/S approved operating locations. This data shall be provided in accordance with Technical Report – Study/Services, (CDRL A004).

5.6 Operations Security (OPSEC)

5.6.1 Security

This is an unclassified effort however, contractor employees shall not discuss or disclose any sensitive information to which they have access during performance under this order, under penalty of removal or prosecution. The Contractor shall ensure that any new employees-prior to their starting on the task-have and maintain a DoD Common Access Card, or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

The Contractor is recommended to "Contact TOM/COR for information on base access". The Contractor can refer to the AIR 7.4 website for more information including POCs and Frequently Asked Questions (FAQ). From MyNAVAIR choose "Security (7.4)" then choose "Physical Security". There are several documents listed that will provide further information. The link below will take you directly to the FAQ from the security website.

https://mynavair.navair.navy.mil/portal/server.pt//gateway/PTARGS_0_42267_843_1062_46541_43/http:pxcpo013.navair.navy.mil;11930/collab/docman/download/246896/0/0/0/FAQPAX.doc

5.6.2 OPSEC Plan

The Contractor is required to provide Operational Security (OPSEC) protection for all sensitive information (as defined in Title 15, United States Code, Section 278g-3(d)(4). Use OPNAVINST 34321.1 and National Security Decision Directive (NSDD) 298 for the concept of OPSEC, and apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The Contractor shall apply to meet and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet this requirement, the Contractor shall develop, implement and maintain a facility level OPSEC program to protect sensitive information to be held, provided, used, handled,

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discussed, processed, stored, transmitted, or delivered at a Contractor's or Subcontractor's facilities during performance of this contract. The Contractor shall submit the document in MS Office.

5.6.3 The Contractor is responsible for Sub-Contractor implementation of OPSEC requirements for this contract.

5.6.4 An OPSEC plan will be developed and implemented, upon Government approval, in accordance with (CDRL A005: OPSEC Plan). Draft plan is due within 90 days after contract award. Final plan is due 45 days after Government review.

5.7 Minimum Personnel Requirements

5.7.1 The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

5.7.2 The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

5.7.3 Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

5.7.4 DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

5.7.4.1 academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

5.7.4.2 accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

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5.7.4.3 accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

5.7.4.4 degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

5.7.4.5 engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

5.7.4.6 experience and years of experience

5.7.4.6.1 When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

5.7.4.6.2 When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

5.7.4.6.3 postgraduate degree - a master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

5.7.4.6.4 technical discipline – when used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Mathematics or Sciences.

5.7.4.6.5 technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the

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equivalent from another branch of service. Functional Responsibility: Responsible for the overall direction and success of multiple programs involved in disciplines including, but not limited to, engineering and technical support services, logistics, life cycle cost analysis, financial services, cost analysis, hardware acquisition management, information technology, test and evaluation, electronic equipment installation, field engineering services, or aviation services.

Program Manager (Key)

Responsible for the overall direction and success of MH-60 ship integration contract team including, but not limited to, identification and documentation of MH-60 shore and shipboard facility requirements, ship integration management and analysis, development and documentation of MH-60 site activation and support requirements, and contract management tasks. Evaluates and prepares recommendations for improvements to Fleet Site support resources. Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Provides the Program Office with monthly status reports and monthly financial expenditure reports IAW the CDRL requirements. Provides direct support and liaison to the Program Office via the TOM, Program Managers, APMIL, and IPT leads providing technical advice and recommendations.

Education and Experience: Bachelor's Degree from an accredited college or university plus four (4) years of experience with aircraft and weapons systems, Contractor Logistics Support (CLS), inter-service agreements/services contracts, acquisition, tracking, and accounting of Government Furnished Equipment (GFE).

Sr. Ship Integration Analyst

Assists in identifying and documenting the MH-60 shipboard interface requirements at the Air Weapon System, warfare system and sub system level and documenting these requirements in the appropriate deliverables. Assists with requirements identification and analysis of shore based requirements, development of site activation support plans and the conduct of site surveys, and the documentation of the results and issues related to site surveys. Integrates and studies complex engineering, organizational, logistical, and technical system methodologies and operation to analyze problems and processes, and developmental activities. Develops and provides oversight of the analytical process to determine supportability requirements/resources. Explores alternative support solutions to optimize the overall cost-readiness equation. Assists with budget and programmatic development, reconciliation, analysis, and cost estimating.

Education and Experience: Bachelor's Degree in related field or equivalent and 6 years of operational logistics support experience, to include operational planning which demonstrates the ability to perform independent work to provide logistics and support systems effective analysis, Weapons Systems Planning Documents (WSPD) studies and evaluations.

Senior Logistics Analyst

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Assists in identifying and documenting the shipboard and shore based facilities requirements and documenting these requirements in the appropriate deliverables. Duties include executing program logistics activities for fielded weapons systems, providing direct logistic support as required and implementing logistic plans. Responsible for the development of site activation support plans, conduct of site surveys and the documentation of the results and issues related to site surveys. Assists in developing programmatic support of documentation, analyzing programs goals and objectives, performing special studies and analysis and conducting feasibility analysis. Assists with budget and programmatic development, reconciliation, analysis, and cost estimating. Develops and implements logistic plans that affect the production, distribution, and inventory of products and services. Develops and provides metrics, reports, and analytical support.

Education and Experience: Bachelor's Degree in related field or equivalent and 6 years of experience in acquisition logistics support, to include logistics planning which demonstrates the ability to perform independent work to provide logistics and support system effectiveness analysis, studies, and evaluations.

Administrative Assistant

Provides administrative support to logistics, technical, and management-level personnel, such as typing reports and CDRL deliverable documents. Tasks include documentation planning and support, project administration, word processing, spreadsheet development, and mail and shipping services. Uses automated systems such as computers and networks to produce a variety of documents. Responsible for coordinating the development of graphics, documents, or products.

Education and Experience: High School Diploma or GED and 4 years of experience.

Graphic Design Specialist

Supports the development of all contract deliverables and reports by developing and updating graphics presentations to improve the quality and enhance the usability of documentation. Works with production team to design and develop graphic/visual effects used in documentation. Performs photo manipulation functions. Creates technical line-art drawing.

Education and Experience: Associate's Degree in related field or equivalent and 4 years of experience.

Project Analyst

Responsible for tracking and reporting to program management all key project financial and operating information, including budgets, performance to these budgets, and estimates to complete. Examines budget estimates for completeness, accuracy, and conformance with

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procedures and requirements. Consults with managers on financial performance. Prepares monthly financial reporting for programs and/or projects.

Education and Experience: Bachelors' Degree in related field or equivalent and 4 years of experience.

EXPERIENCE EQUIVALENCIES (All Categories)

-Four years of experience may be substituted for a Bachelor's Degree.

-A Masters Degree may be substituted for two years of experience.

-A Doctoral Degree may be substituted for three years of experience.

-Certifications and unique experience in specialized or emerging technologies may be substituted for one year of experience.

6.0 CONSTRAINTS

6.1 Work Schedule

The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on Government holidays). The Contractor does have the 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). 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 weekday 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. The Contractor awarded this contract, with agreement by the COR, 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 costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

6.2 Estimated Travel

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Travel shall be in accordance with Federal Travel Regulation and shall be cost reimbursable plus applicable and allowable indirect rates (e.g., G&A). Travel shall be coordinated with and approved by the COR prior to travel.

The Contractor shall provide meeting minutes and trip reports for all meetings attended in accordance with the Conference Minutes (Trip Report), (CDRL A006). The following table of estimated travel is provided:

Event	Location	Trips	Days	People
MH-60R/S Ship Integration Working Group (SIWG)	Patuxent River, MD	6	2	1
MH-60R/S Ship Integration Working Group (SIWG)	Norfolk, VA	6	2	1
MH-60R/S Ship Integration Working Group (SIWG)	Washington, D.C.	6	2	1
MH-60R/S Ship Integration Working Group (SIWG)	San Diego, CA	2	3	1
MH-60R/S Ship Integration Working Group (SIWG)	Mayport, FL	2	3	1
Ship Air Integration Team Meeting (SAIT)	Washington, D.C.	2	1	1
Ship Visit	Norfolk, VA	2	3	1
Ship Visit/SIWG	Corpus Christi, TX	1	3	1
MH-60 Shore Site Survey	Jacksonville/Mayport, FL	1	3	1
MH-60 Shore Site Survey	Norfolk, VA	1	3	1
MH-60 Shore Site Survey	San Diego, CA	1	3	1
MH-60 Shore Site Survey	Guam	1	5	1
MH-60 Shore Site Survey	Atsugi, Japan	1	5	1
MH-60 Shore Site Survey	Kaneohe Bay, HI	1	5	1
H-60 In-Service LPPR	Tucson, AZ	1	5	1
MH-60S LPPR	San Antonio, TX	2	5	1
MH-60R CSG ILS Meeting	San Diego, CA, Owego, NY, Mayport/Jacksonville,FL	3	5	1

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary

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employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

The following Statement of Work Addendum is hereby added to the existing Statement of Work:

STATEMENT OF WORK ADDENDUM

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)** shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 139.2 hours per

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week.

(b) The contractor is not required to remain on standby and should take every effort to minimize its overhead costs during the reduction. At the conclusion of the civilian furlough period, the level of effort will revert to the prior rate. The contractor will not be required to immediately revert to the prior level of effort, but rather will be allowed a reasonable amount of time to revert to the prior rate.

(c) During the civilian furlough period, unless otherwise authorized by the contracting officer, the work schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the work schedule. At the conclusion of the civilian furlough period, the work schedule will revert to the prior established schedule, if any. This revision to the normal work week is not the result of an Executive Order or an administrative leave determination.

Contractor's Statement of Release

This supplemental agreement acts as a complete equitable adjustment for the changes described herein. The contractor hereby releases the Government from any and all liability arising under or relating to this contract for any changes, impacts, or Government actions in this supplemental agreement which actually do or could give rise to contractor entitlement, whether known or unknown or foreseeable or unforeseeable, whether discussed or not discussed by the parties, and regardless of whether expressly included in this supplemental agreement. Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.

7.0 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL [A007.], and contract attachment [Section J, Attachment 2].

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SECTION D PACKAGING AND MARKING

Items 4000, 4010, 4030, 4100, 4110, 4130, 4200, 4210, 4230, 4300, 4310, and 4330 - Packaging and marking are not applicable to these items.

Items 6000-6302- Packaging and marking shall be in accordance with best commercial practice.

Items 4020, 4120, 4220, and 4320 - The data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contracts Data Requirements List (CDRL).

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

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

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

CLIN	Inspection At	Inspection By	Acceptance At	Acceptance By
4000	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4020	Destination	Government	Destination	Government
4030	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4110	Destination	Government	Destination	Government
4120	Destination	Government	Destination	Government
4130	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7020	Destination	Government	Destination	Government
7030	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6102	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Plan (QASP), attachment 1, to the task order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/1/2012 - 8/31/2013
4010	9/1/2012 - 8/31/2013
4020	9/1/2012 - 8/31/2013
4100	9/1/2013 - 8/31/2014
4110	9/1/2013 - 8/31/2014
6000	9/1/2012 - 8/31/2013
6001	9/1/2012 - 8/31/2013
6100	9/1/2013 - 8/31/2014
6101	9/1/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7010	9/1/2014 - 8/31/2015
7020	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/1/2012 - 8/31/2013
4010	9/1/2012 - 8/31/2013
4020	9/1/2012 - 8/31/2013
4100	9/1/2013 - 8/31/2014
4110	9/1/2013 - 8/31/2014
6000	9/1/2012 - 8/31/2013
6001	9/1/2012 - 8/31/2013
6100	9/1/2013 - 8/31/2014
6101	9/1/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7010	9/1/2014 - 8/31/2015
7020	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015

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

4030	9/1/2012 - 8/31/2013
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4120	9/1/2013 - 8/31/2014
4130	9/1/2013 - 8/31/2014
6002	9/1/2012 - 8/31/2013
6102	9/1/2013 - 8/31/2014
7030	9/1/2014 - 8/31/2015
9002	9/1/2014 - 8/31/2015

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

Services to be performed hereunder will be provided at:

The requirement shall be performed at the Contractor's facilities within 30 miles of Patuxent River MD 20670.

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 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code N/A

(2) ACO, Code N/A

(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. See Exhibit A.

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SECTION G CONTRACT ADMINISTRATION DATA

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

Task Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated Tyrone Gorrick, AIR-6.6.1, as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following:

1) - Conduct surveillance of contractor performance in accordance with the basic contract Quality Assurance Surveillance Plan (QASP).

2) Review contractor invoices in Wide Area Workflow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

Functions/duties assigned to the COR should only be those that are not being performed by DCMA and that are inherent to the PCO (e.g., surveillance). Functions/duties that are NOT inherent to the PCO should be assigned to a Technical Point of Contact (TPOC) by the requiring activity (e.g., base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), etc.). Also, ensure adequate separation of duties in accordance with NMCARS 5203.101, Standards of Conduct, so that a single individual does not have sole authority or control of initiation of requirements and also receipt, inspection, and acceptance of supplies and/or services.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)

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

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

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

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has

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been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

*To be incorporated and completed at the Task Order Level, as appropriate.

Note: For purposes of this clause incorporated at the task order level, the term "contract" means "task order", and the term "Procuring Contracting Officer" is the "Task Order Contracting Officer."

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

			ESTIMATED
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [_____] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for **27,192** hours.
The following details funding to date:

BASE YEAR

Total CLIN: 4000
Total CPFF: \$277,296.47
Previous Funding: \$80,267.11
Funds this Action: \$192,213.32
Funds Available for Payment: \$277,296.46
Balance Unfunded: \$0.01

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Total CLIN: 4010
Total CPFF: \$338,872.18
Previous Funding: \$80,267.11
Funds this Action: \$253,789.04
Funds Available for Payment: \$338,872.18
Balance Unfunded: \$0.00

Total CLIN: 6000
Total Cost: \$33,790.66
Funds this Action: \$27,739.40
Previous Funding: \$6,051.26
Funds Available for Payment: \$33,790.66
Remains to be Funded: \$0.00

Total CLIN: 6001
Total NTE: \$33,790.66
Funds this Action: \$27,739.40
Previous Funding: \$6,051.26
Funds Available for Payment: \$33,790.66
Remains to be Funded: \$0.00

OPTION YEAR 1

Total CLIN: 4100
Total CPFF: \$282,842.39
Previous Funding: \$91,160.00
Funds this Action: \$120,970.39
Funds Available for Payment: \$282,842.39
Balance Unfunded: \$0.00

Total CLIN: 4110
Total CPFF: \$345,649.62
Previous Funding: \$89,040.00
Funds this Action: \$78,895.62
Funds Available for Payment: \$345,649.62
Balance Unfunded: \$0.00

Total CLIN: 6100
Total Cost: \$34,804.39
Funds this Action: \$21,103.39
Previous Funding: \$5,000.00
Funds Available for Payment: \$34,804.39
Remains to be Funded: \$0.00

Total CLIN: 6101
Total NTE: \$34,804.39
Funds this Action: \$12,403.39
Previous Funding: \$5,000.00
Funds Available for Payment: \$34,804.39
Remains to be Funded: \$0.00

OPTION YEAR 2

Total CLIN: 7000
Total CPFF: \$288,499.24
Previous Funding: \$71,000.00

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Funds this Action: \$119,499.24
Funds Available for Payment: \$288,499.24
Balance Unfunded: \$0.00

Total CLIN: 7010
Total CFFF: \$352,562.62
Previous Funding: \$87,000.00
Funds this Action: \$146,562.62
Funds Available for Payment: \$352,562.62
Balance Unfunded: \$0.00

Total CLIN: 9000
Total Cost: \$35,848.51
Funds this Action: \$21,848.51
Previous Funding: \$5,000.00
Funds Available for Payment: \$35,848.51
Remains to be Funded: \$0.00

Total CLIN: 9001
Total NTE: \$35,848.51
Funds this Action: \$23,848.51
Previous Funding: \$5,000.00
Funds Available for Payment: \$35,848.51
Remains to be Funded: \$0.00

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **27,192** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that **0** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately **174** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by

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the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee (Required LOE Expended LOE)/Required LOE

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.*

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

*NOTE: The Contracting Officer referred to in paragraph (j) is the Task Order Contracting Officer.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA)(JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFAR 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized

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Department of Defense (DoD) personnel to generate, capture and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	_N00421 _____
Admin DODAAC	_S2404A_____
Pay Office DODAAC	_HQ0338_____
Inspector DODAAC	_____
Service Acceptor DODAAC	_____
Service Approver DODAAC	_____
Ship To DODAAC	_See Section F_____
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	_See Section E_____
Acceptance Location	_See Section E_____

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the comment(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses

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noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is award that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: darrell.white@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractor approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

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

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: FAR 43.302(a)(3), (4), (16), (24), (30), (31), (38), (39), (51), (58), and (67) are being withheld by the PCO.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

5252.232-9528 Reimbursement of Costs Associated with OPNAV Services (NAVAIR) (JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontracts. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item	ACRN Order
4000	AA
4010	AB
6000	AA
6001	AB

Accounting Data

SLINID	PR Number	Amount
400001	1300290580	85083.14
LLA :		

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AA 1721506 U1SH 252 00019 0 050120 2D 000000 Cost Code: A00001316605
CIN 130029058000001

401001 1300290580 85083.14

LLA :

AB 1721506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A10001316605
CIN 130029058000003

600001 1300290580 6051.26

LLA :

AA 1721506 U1SH 252 00019 0 050120 2D 000000 Cost Code: A00001316605
CIN 130029058000002

600101 1300290580 6051.26

LLA :

AB 1721506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A10001316605
CIN 130029058000004

BASE Funding 182268.80
Cumulative Funding 182268.80

MOD 01

400002 1300290580-0001 192213.32

LLA :

AC 1731506 U1SH 252 00019 0 050120 2D 000000 A00001316605
CIN 130029058000005

401002 1300290580-0001 253789.04

LLA :

AD 1731506 U1VR 252 00019 0 050120 2D 000000 A10001316605
CIN 130029058000007

600002 1300290580-0001 27739.40

LLA :

AC 1731506 U1SH 252 00019 0 050120 2D 000000 A00001316605
CIN 130029058000006

600102 1300290580-0001 27739.40

LLA :

AD 1731506 U1VR 252 00019 0 050120 2D 000000 A10001316605
CIN 130029058000008

MOD 01 Funding 501481.16
Cumulative Funding 683749.96

MOD 02 Funding 0.00
Cumulative Funding 683749.96

MOD 03 Funding 0.00
Cumulative Funding 683749.96

MOD 04 Funding 0.00
Cumulative Funding 683749.96

MOD 05

410001 1300290580-0005 70712.00

LLA :

AC 1731506 U1SH 252 00019 0 050120 2D 000000 A00001316605
CIN 130029058000013

411001 1300290580-0005 86414.00

LLA :

AD 1731506 U1VR 252 00019 0 050120 2D 000000 A10001316605
CIN 130029058000015

610001 1300290580-0005 8701.00

LLA :

AC 1731506 U1SH 252 00019 0 050120 2D 000000 A00001316605

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CIN 130029058000014

610101 1300290580-0005 8701.00
 LLA :
 AD 1731506 U1VR 252 00019 0 050120 2D 000000 A10001316605
 CIN 130029058000016

MOD 05 Funding 174528.00
 Cumulative Funding 858277.96

MOD 06

411002 1300290580-0006 91300.00
 LLA :
 AE 1731506 U1VR 252 00019 0 050120 2D 000000 Cost Code: A10001316605
 CIN:130029058000017

MOD 06 Funding 91300.00
 Cumulative Funding 949577.96

MOD 07

610102 1300290580-0006 8700.00
 LLA :
 AE 1731506 U1VR 252 00019 0 050120 2D 000000 Cost Code: A10001316605
 CIN 130029058000018

MOD 07 Funding 8700.00
 Cumulative Funding 958277.96

MOD 08

410002 1300389011 91160.00
 LLA :
 AF 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
 CIN 130038901100003

411003 1300389011 89040.00
 LLA :
 AH 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
 CIN 130038901100001

610002 1300389011 5000.00
 LLA :
 AG 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
 CIN 130038901100004

610103 1300389011 5000.00
 LLA :
 AJ 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
 CIN 130038901100002

MOD 08 Funding 190200.00
 Cumulative Funding 1148477.96

MOD 09

410003 1300389011-0001 120970.39
 LLA :
 AK 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
 CIN 130038901100007

411004 1300389011-0001 78895.62
 LLA :
 AM 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
 CIN 130038901100005

610003 1300389011-0001 21103.39

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LLA :
AL 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
CIN 130038901100008

610104 1300389011-0001 12403.39

LLA :
AN 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
CIN 130038901100006

MOD 09 Funding 233372.79
Cumulative Funding 1381850.75

MOD 10

700001 1300389011-0002 98000.00

LLA :
AP 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
CIN 130038901100009

701001 1300389011-0002 119000.00

LLA :
AQ 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
CIN 130038901100011

900001 1300389011-0002 9000.00

LLA :
AR 1741506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002015351
CIN 130038901100010

900101 1300389011-0002 7000.00

LLA :
AS 1741506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002015351
CIN 130038901100012

MOD 10 Funding 233000.00
Cumulative Funding 1614850.75

MOD 11

700002 1300465675 71000.00

LLA :
AT 1751506 U1SH 252 00019 0 050120 2D 000000 A10002622550
CIN 130046567500003

701002 1300465675 87000.00

LLA :
AU 1751506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002622550
CIN 130046567500001

900002 1300465675 5000.00

LLA :
AV 1751506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002622550
CIN 130046567500004

900102 1300465675 5000.00

LLA :
AW 1751506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002622550
CIN 130046567500002

MOD 11 Funding 168000.00
Cumulative Funding 1782850.75

MOD 12

700003 1300465675-0001 119499.24

LLA :
AZ 1751506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002622550
CIN 130046567500007

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701003 1300465675-0001 146562.62

LLA :

AX 1751506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002622550

CIN 130046567500005

900003 1300465675-0001 21848.51

LLA :

BA 1751506 U1SH 252 00019 0 050120 2D 000000 COST CODE: A10002622550

CIN 130046567500008

900103 1300465675-0001 23848.51

LLA :

AY 1751506 U1VR 252 00019 0 050120 2D 000000 COST CODE: A00002622550

CIN 130046567500006

MOD 12 Funding 311758.88

Cumulative Funding 2094609.63

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

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

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in the performance of this contract.

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

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

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

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

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [3 YEARS] after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [3 YEARS] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide

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material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [3 YEARS] after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (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)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [3 YEARS] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[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 for AAS.

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

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(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter in to a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR);

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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 TOM / COR in writing.

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

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

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

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the TOM / 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 TOM / 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 TOM / COR. The contractor will be required to support

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all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

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

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

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

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

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

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or 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

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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 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.

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

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

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

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

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

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who

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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:

AIR 2.5.1.14
21983 Bundy Road, BLDG 441
Patuxent River, MD 20670

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SECTION I CONTRACT CLAUSES

52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

Personal Identity Verification of Contractor Personnel (Jan 2011)

(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.217-8 -- Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(a) *Definition.* "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

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

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

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telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [PMA 299, 47123 Buse Rd. Bldg. 2272 Suite 156 Patuxent River, MD 20670-1547 Attn: H-60 Lead APML]. All losses are to have the permanent badges returned to [PMA 299, 47123 Buse Rd. Bldg. 2272 Suite 156 Patuxent River, MD 20670-1547 Attn: H-60 Lead APML] on the last day of the individual's task requirement.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements.(DEC 2010)

(a) Definitions. As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement [222.7404](#).

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5252.232-9529, Incurred Cost Reporting and Progress Reporting for Services

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL [A007]. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [A007]. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state “Not Applicable.” The data tables outlined in attachment [Attachment 2] shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) **Summary:** An incurred cost summary shall be reported by completing the “Header” and “Invoice Summary” tabs included in attachment [Attachment 2].

2) **Labor:** Incurred costs for labor shall be reported by completing the “Invoiced Labor” tab, and, if applicable, the “If Individuals > Hourly Tripwire” tab included in attachment [Attachment 2]. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the “Invoice Summary” tab included in attachment [Attachment 2]. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: “No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause.”

b) **Progress:** A description of progress made during the invoice period by [by Labor category] shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Quality Assurance Surveillance Plan (QASP) - updated 7/30/13

Attachement 2 - Incurred Cost and Progress Reporting Excel Spreadsheet

Exhibit A - Contract Data Requirements List (CDRLs), DD Form 1423 A001-A007 - updated 7/30/13