

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 18-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. 1300359037-0001	5. PROJECT NO. ( <i>If applicable</i> ) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 may.dimitrov@navy.mil 301-757-6531	CODE N00421	7. ADMINISTERED BY ( <i>If other than Item 6</i> ) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A	

8. NAME AND ADDRESS OF CONTRACTOR ( <i>No., street, county, State, and Zip Code</i> ) Naval Systems, Inc. 21491 Great Mills Road Suite 100 Lexington Park MD 20653-1220			9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED ( <i>SEE ITEM 11</i> )
			[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4466-M807
			10B. DATED ( <i>SEE ITEM 13</i> ) 01-Jul-2012
CAGE CODE 3PWC2	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: ( <i>Specify authority</i> ) 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 ( <i>such as changes in paying office, appropriation date, etc.</i> ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [ ] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:   |
| [X] | D. OTHER ( <i>Specify type of modification and authority</i> )<br>FAR 43.103(b) unilateral modification and 52.232-22 Limitation of Funds  |

E. IMPORTANT: Contractor [ X ] 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 ( <i>Type or print</i> )  <i>(Signature of person authorized to sign)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> ) Rita A Pegg, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/Rita A Pegg (Signature of Contracting Officer)	17-Jul-2013

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## GENERAL INFORMATION

The purpose of this unilateral modification is to 1) provide incremental funding for continue contract performance of Task Order M807. 2) Under section G- update Clause 5252.232-9104 Allotment of Funds and 252.204-0003 Line Item Specific: Contracting Officer Specified ACRN order. 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 \$2,858,138.20 by \$217,219.19 to \$3,075,357.39.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410003	O&MN,N	0.00	217,219.19	217,219.19

The total value of the order is hereby increased from \$4,826,067.35 by \$0.00 to \$4,826,067.35.

Under Section G- Contract Administration, the following Clause has been updated:

### 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

### ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

Base Year:

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ITEMS	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED POP
CLIN 4000			07/01/2012-06/30/2013
CLIN 6000			07/01/2012-06/30/2013

### Option I

ITEMS	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED POP
CLIN 4100			07/01/2013-06/30/2014
CLIN 6100			07/01/2013-06/30/2014

(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 \_\_\_\_\_ hours.  
The following details funding to date:

Base Year:

Total Cost Base Year: \$2,402,025.05

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Funds this action: CLIN 4000 is \$19,525.00(Labor)

Funds this action: CLIN 6000 is -\$19,525.00 (ODCs)

Previous balance: \$332,323.00

Funds available: \$ 1,867,428.20

Balance unfunded: \$ 534,596.85

#### Option I:

Total Cost Base Year: \$2,424,042.30

Funds this action: CLIN 4100 is \$217,219.19

Funds this action: CLIN 6100 is \$ 0.00

Previous balance: \$ 990,710

Funds available: \$ 1,207,929.19

Balance unfunded: \$ 1,216,113.11

**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	Amount
SLIN 400001	AA	\$ 966,613.75
SLIN 400002	AB	\$ 110,515.20
SLIN 400003	AC	\$ 240,000.00
SLIN 400004	AD	\$ 150,000.00
SLIN 400005	AC	\$ 332,323.00
SLIN 410001	AE	\$ 456,597.00

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SLIN 410002	AF	\$ 489,670.00
SLIN 410003	AF	\$ 217,219.19
SLIN 600001	AA	\$ 64,976.25
SLIN 600002	AB	\$ 3,000.00
SLIN 610001	AE	\$ 34,113.00
SLIN 610002	AF	\$ 10,330.00

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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Provide logistics support services for PMA 234 in accordance with SOW and CDRLLs - Base Year OM&N, RDTE, & APN (OTHER)	1.0	LO		\$2,201,725.05	
400001	R706	Funding in Support of CLIN 4000 (APN)					
400002	R706	Funding in Support of CLIN 4000 (RDT&E)					
400003	R706	Funding in Support of CLIN 4000 (O&MN,N)					
400004	R706	Funding in Support of CLIN 4000 (APN)					
400005	R706	Funding in Support of CLIN 4000 (O&MN,N)					
400006	R706	Funding in Support of CLIN 4000 (APN)					
4050	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Base Year OM&N, RDTE, & APN (OTHER) Option	1.0	LO		\$220,172.51	
4100	R706	Provide logistics support services for PMA 234 in accordance with SOW and CDRLLs - Option Year 1 -OM&N, RDTE, & APN (OTHER)	1.0	LO		\$2,223,742.30	
410001	R706	Funding in Support of CLIN 4100 (APN)					

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410002 R706	Funding in Support of CLIN 4100 (O&MN, N)		
410003 R706	Funding in Support of CLIN 4100 (O&MN, N)		
4150 R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services. Option Year 1 -OM&N, RDTE, & APN (OTHER) Option	1.0 LO	\$222,374.23

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
6000 R706	ODCs in support of CLIN 4000 (Base Year) -OM&N, RDTE, & APN (OTHER)	1.0	LO	\$200,300.00	
600001 R706	Funding in Support of CLIN 6000 (APN)				
600002 R706	Funding in Support of CLIN 6000 (RDT&E)				
6050 R706	10% capacity - increased ODC in accordance with the Task Order H-1 clause - Option for Increased Services Base Year- OM&N, RDTE, & APN (OTHER) Option	1.0	LO	\$20,030.00	
6100 R706	ODCs in support of CLIN 4100 (Option Year 1) OM&N, RDTE, & APN (OTHER)	1.0	LO	\$200,300.00	
610001 R706	Funding in Support of CLIN 6100 (APN)				
610002 R706	Funding in Support of CLIN				

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6100 (O&MN, N)

6150 R706	10% capacity - increased ODC in accordance with the Task Order H-1 clause - Option for Increased Services Option Year 1 -OM&N, RDTE, & APN (OTHER) Option	1.0 LO	\$20,030.00
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For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Provide logistics support services for PMA 234 in accordance with SOW and CDRLLs - Option Year 2 -OM&N, RDTE, & APN (OTHER) Option	1.0	LO		\$2,245,979.72	
7050	R706	10% capacity - increased service in accordance with the Task Order H-1 clause - Option for Increased Services - Option Year 2 -OM&N, RDTE, & APN (OTHER) Option	1.0	LO		\$224,597.98	

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	ODCs in support of CLIN 4200 (Option Year 2)-OM&N, RDTE, & APN (OTHER) Option	1.0	LO	\$200,300.00
9050	R706	10% capacity - increased ODC in accordance with the Task Order H-1 clause - Option for Increased Services (Option Year 2) -OM&N,	1.0	LO	\$20,030.00

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RDTE, & APN  
(OTHER)  
Option

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

The task order Contracting Officer and/or Contract Specialist will unilaterally create additional SLINs during performance of this task order to accommodate the multiple type of funds that will be used under this task order.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS)

#### **1.0 OVERVIEW:**

##### **1.1 Platform/Project:**

PMA-234 EA-6B Program Office

##### **1.2 Place(s) of Performance other than travel locations:**

Estimated 54.35% NAS Patuxent River (Approximately 32% Government Site, 68% Contractor Site)

Estimated 41.30% NAS Jacksonville (Approximately 100% Government Site, 0% Contractor Site)

Estimated 4.35% MCAS Cherry Pt. (Approximately 0% Government Site, 100% Contractor Site)

Will contractor need assigned government spaces?

Yes: 10 spaces NAS Jacksonville, and 4 space NAS Patuxent.

##### **1.3 Contracting Officer Representative (COR) and phone number: Mark Sanders (301-757-7903)**

##### **1.4 Task Order Effort Classification:**

Secret

##### **1.5 General Level of Effort Expected:**

See LOE Clause

##### **1.6 Funding Appn/Yrs to be used:**

O&MN, APN, RDTE

##### **1.7 Deliverables**

- 1) Monthly status/financial report (see CDRL A001)
- 2) PPIP ( See CDRL A002)

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- 3) Monthly Summary Report (See CDRL A003)
- 4) Incurred Cost and Progress Report (See A004)

## **2.0 SCOPE**

The EA-6B has been designated as the sole DOD escort Jamming aircraft and is a High Demand Low Density platform. PMA-234 has many on-going studies and modifications designed to ensure that the platform is safe and operationally effective throughout its expected service life ending in 2018 requiring in-depth logistics support.

The contractor shall provide system integration and logistics support; develop supportability, maintainability, availability, and cost analyses; develop and manage specific elements of Configuration Management.

## **3.0 TASKS**

The contractor shall provide logistics support to the EA-6B program office. The contractor shall:

**3.1** Provide recommendations for developing a comprehensive Acquisition Logistics Support (ALS) Plan for weapon systems, training equipment, subsystems or support systems. Review recommended changes from fleet and other activities, Engineering Change Proposals, Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide recommended updates to milestone charts to reflect delivery schedule changes or slippage and changes in the maintenance concept precipitated by modifications. (APN)

**3.2** Provide recommendations for developing and modifying alternative Integrated Logistics Support (ILS) strategies for weapon systems, subsystems and/or support systems and identify the most effective plan to ensure the accomplishment of program objectives. (APN)

**3.3** Provide recommendations for developing and modifying a User's Logistics Support Summary (ULSS)/Operational Logistics Support Summary (OLSP). Provide specific information concerning logistics support planning and requirements for airborne weapon systems, training equipment, subsystems and/or support systems. The plan shall include support and maintenance concepts; installation locations support arrangements prior to organic support; allowance parts lists; technical documentation; support equipment at each level of maintenance, training courses, and schedule; personnel requirements required for

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operation and maintenance software support; facilities requirements and warranty provisions. (APN)

**3.4** Review the hardware and attendant Acquisition Logistics Support (ALS) data requirements specified in weapon systems contracts; including Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs). Provide recommendations concerning which data deliverables will be required to support the hardware acquisition. (APN)

**3.5** Conduct on-site quantitative and qualitative analyses of the logistics elements for new hardware at selected test and evaluation sites, training sites and operational ashore and afloat sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet site/unit activation planning milestones. Provide recommendations for possible changes to site support including, but not limited to: 1) maintenance planning; 2) phased support; 3) manpower and personnel requirements; 4) initial provisioning and material support; 5) support equipment (including , Automatic Test Equipment (ATE)); 6) training and training devices; 7) technical data including computer resources support; 8) packaging, handling, storage and transportation; and 9) facilities. (APN)

**3.6** Provide recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Assess maintenance alternatives and identify advantages and disadvantages of LCC/TOC planning and maintenance concepts for the selected end items. Provide recommended updates to the LCC/TOC program plans and technical information requirements. (APN)

**3.7** Assess program-planning documents, investigate discrete activities within each logistics and hardware element area, recommend logical interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Recommend schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones. (APN)

**3.8** Provide recommendations for the development of a Critical Path Method (CPM) network as a planning, scheduling, and controlling tool for a weapon system and subsystem to the levels of indenture required to assess program progress against the baseline schedule and to ensure the timely accomplishment of established program milestones and objectives. (APN)

**3.9** Develop plans to systematically track action chits generated at ILS meetings and provide a monthly status report. Provide intermediate action item status reports. The action item analyses and tracking shall be accomplished utilizing

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command approved action item tracking systems in accordance with CDRL A001. (APN)

**3.10** Assess the various aspects of the Phased Support Program during appropriate life cycle phase(s), and the progress/adequacy of the logistic planning and scheduling with respect to each of the functional systems. This effort includes the comparison of events at each designated site and the verification of the sequence of major milestone accomplishments. Assess the transition of maintenance capability with respect to the availability of systems/equipment. Recommend corrective action regarding potential and actual problem areas identified during the course of the effort. (APN)

**3.11** Provide management support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering/Logistics reviews and other technical and logistics meetings. Attend and participate in logistics management reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and any action items identified. Prepare program planning briefs/presentation materials including transparencies (black/white and full-color), videotapes, and slides, compatible with the latest multimedia systems. (OM&N)

**3.12** Provide recommendations for the development of supportability Statements of Work (SOW), Statements of Objective (SOO), and Performance Based Supportability Specifications for new and modification programs, utilizing the NAVAIR Contracting for Supportability Guide; DOD's Acquisition Logistics Handbook and the Logistics Management Information Performance Specification as reference material. (APN)

**3.13** Provide recommendations for the development of a comprehensive Post Production Support Plan (PPSA). (APN)

**3.14** Identify and assess the principal factors impacting the supportability of a specified weapon system/subsystem to quantify the scope and nature of logistic support required to meet specific operational mission requirements efficiently and effectively. Assess ILS planning/management data and documentation to identify supportability problem areas. Recommend quantitative and qualitative methodologies to evaluate the impact of ILS shortfalls. Recommend actions to correct/alleviate identified support problems. (APN)

**3.15** Conduct logistics impact assessments of new technology programs that may be utilized in support of weapon systems, training systems, airborne weapons, and support equipment. (APN)

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**3.16** Provide recommendations for developing the Logistics Requirements Funding Summary (LRFS). The LRFS shall include the funding requirements and justification for all the elements of logistics. The LRFS shall be developed utilizing existing automated tools. (APN)

**3.17** Provide recommendations for developing and maintaining comprehensive affordable readiness plans for weapon systems, training equipment, subsystems or support systems. The plans shall be developed utilizing Command developed templates. The plan shall contain operations and support cost reduction targets, define initiatives to achieve those targets, identify metrics used to measure program progress, and identify barriers and impediments to reach program goals. (APN)

**3.18** Provide post production logistic support of EA 6B airframe parts at the RBS warehouse in Jacksonville to include assets tracking and distribution.

**3.19** Utilize the Logistic Management Decision Support System (LMDSS) and/or other decision support systems to: (1) identify and document reliability system problems, (2) develop alternative support solutions, (3) identify and evaluate consumables that have potential for repair, (4) identify and evaluate repairables that have potential for reduction in turnaround time, and (5) prepare Readiness, Supportability and Affordability analysis in support of Logistics Management Reviews. (OM&N)

**3.20** Review independent investigations of planned or proposed changes in weapon systems/components reliability, maintainability or performance characteristics. Identify the impact thereof on Life Cycle and Total Ownership Costs, maintenance task analysis, Maintenance Plans (MP), Level of Repair (LOR) analysis, provisioning computations and technical documentation. Provide change recommendations to ILS planning documents, such as the Acquisition Logistics Support/Maintenance Plans. (APN)

**3.21** Perform technical investigations of management requirements to conduct Fleet Supportability Evaluations (FSE) and provide recommendations for FSE management plan. This plan shall define the organic and contractor FSE organizations, management responsibilities, resource, facility, and security requirements. (RDT&E)

**3.22** Develop procedures and alternative methods for quantitative and qualitative assessments of maintenance and logistics support systems' performance during and after fleet introductions, initial operations, and first deployment. The Contractor shall: (1) Research and identify quantitative and qualitative factors and

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baseline values (e.g., actual/predicted) consistent with contractual requirements. (2) Investigate and establish areas for which quantitative and qualitative assessments should be conducted. (3) Assess the adequacy of the maintenance and support systems' performance (such as Operational Readiness (OR), configuration control, material condition, supply component status, parts life tracking, etc.). (RDT&E)

**3.23** Provide recommendations for the review and development of Maintenance Plans/Logistics Support Analysis (MP/LSA) records, maintenance tasks and Level of Repair (LOR) Analysis recommendations. Review all LSA requirements and products for analytical correctness and logistic element integration. (APN)

**3.24** Conduct investigations, technical studies and evaluations to identify the current status of Integrated Logistics Support (ILS) elements affecting production or production capability development programs. Problem areas shall be identified and recommendations provided to correct them. Develop, review and update workload transitions, production support, and production plans. Provide technical recommendations relating to supportability improvement using data resulting from on-going activities, such as ILS Management Teams (ILSMT), Logistic Management Reviews (LMR), Readiness Improvement Reviews (RIP) and readiness and maintenance plan reviews. (RDT&E)

**3.25** Provide maintenance workload and reliability projections, by site, in terms of removals, repairs and modification incorporations at each maintenance level. The Contractor shall analyze, develop and maintain the data in the Master Index of Repairables (MIR) and update to incorporate all approved changes from source documents to reflect actual equipment performance and current aircraft configurations. (OM&N)

**3.26** Provide Source, Material and Recoverability (SM&R) code analyses for proposed SM&R code changes. Investigate maintenance level capabilities, TPS development cost factors, procurement cost factors, and the overall Logistics impact of the recommended changes. Perform Level of Repair Analyses upon completion of cost impact analyses. (APN)

**3.27** Conduct mission area and support alternative analyses to develop support concepts and boundaries for new acquisitions and or modification programs. Using data from like and similar systems (Acquisition Logistic cost, Operating and Support cost, maintenance data, and mishap data) formulate support concepts and constraints. Develop estimates of logistics support staffing and resource requirements. (RDT&E)

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**3.28** Conduct Pre and Post carrier deployment logistics supportability analyses to determine carrier suitability for the success of the deployments. Identify and resolve systemic fleet support problems and coordinate the resolution of program specific logistics support deficiencies with Program and Fleet Support Teams. (OM&N)

**3.29** Provide recommendations in support of both long-term and short-term engine forecasting requirements. These forecasts shall include fleet demands for whole engines (installed and spares) at the operational level, modules and components at the intermediate level, and bit-and-piece part support at the depot level of maintenance. The contractor shall utilize various data collection systems including Aircraft Engine Maintenance System (AEMS), Parts Life Tracking Systems (PLTS), Engine Component Tracking (ECOMTRACK), and 3-M peculiar to engines, modules, and life limited components to develop these recommendations. (APN)

**3.30** Provide Database Manager, Engine DAPML / IPT Logistics Manager Engine Composition Tracking (ECOMTRACK) Database status relative to currency of data content and accuracy based on ECOMTRAK Database updates performed in accordance with established processes. (OM&N)

**3.31** Perform actions required to maintain currency and accuracy of Engine Composition Tracking Databases for designated engines. Engine models may include but not be limited to J52, TF30, F110, TF34, and J85. The effort may include, on-site collection of depot pre-induction and post-processing tracked item data, input of data refresh database records, and conflict resolution where data anomalies occur. (OM&N)

**3.32** Conduct technical studies and analyses to develop procedures and provide recommendations to enhance life-cycle supportability, availability and maintainability. (RDT&E)

**3.33** Analyze capabilities of Organizational (“O”), Intermediate (“I”), and Depot (“D”) maintenance facilities. Identify and recommend necessary modifications, alterations, construction and equipment required to satisfy maintenance and logistics support requirements. (APN)

**3.34** Conduct investigations of support requirements for Fleet sites. The contractor shall: (1) assess facilities, equipment and data elements required for site stand up and support; (2) assess personnel and administrative requirements; (3) research the development and acquisition of management information and training support systems. (RDT&E)

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**3.35** Determine site activation schedules utilizing planning documents such as Weapons System Planning Document (WSPD), production planning documents, etc. (APN)

**3.36** Develop plans to systematically track action items generated at Fielded Systems logistics meetings and provide status reports. The action item analyses and tracking shall be accomplished utilizing command approved action item tracking systems. (OM&N)

**3.37** Provide management support in the preparation, coordination, operation, and post evaluation of Maintenance Action Group and Fielded Systems reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering/Logistics reviews and other technical and logistics meetings. Attend and participate in logistics management reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and any action items identified. Prepare program planning briefs/presentation materials including transparencies (black/white and full-color), videotapes, and slides, compatible with the latest multimedia systems. (OM&N)

**3.40** Analyze maintenance and logistics cost data bases, and provide assessments of logistic support costs, schedules, availability, level of incorporation, and impact on ILS/operational readiness of proposed Engineering Change Proposals. (APN)

**3.42** Perform logistics and cost analyses to determine returns on investment, maintenance trade-offs, projected investment, and life-cycle costs for reliability/maintainability improvements as proposed to the Fielded Systems Team. (OM&N)

**3.43** Analyze overall system /equipment reliability, maintainability and availability characteristics to determine projected availability. (APN)

**3.45** The Contractor shall develop specific elements of configuration management as specified in support of the EA-6B program office. (OM&N)

**3.46** Prepare Engineering Change Proposals (ECP), Engineering Change Orders, Notices of Revision (NOR), Specification Change Notices (SCN), and other documents as specified by the program office. The Contractor shall prepare technical inputs for Configuration Control Board consideration. (APN)

**3.47** Provide analytical support for improving the quality and efficiency of the teams Configuration Management process using various management tools including (but not limited to) Modification Management Information System (MODMIS) Multi-User Engineering Change Proposal Approval and Review

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System (MEARS), Configuration Management Information System (CMIS), Technical Directive Status Accounting (TDSA), Integrated Weapons System Data Base (IWSDB) and Kit Management Information System (KITMIS), and provide recommendations for improvement. (APN)

**3.48** Provide recommendations in support of business process improvements and system migration into CMIS, the DOD's CM system of choice. Provide technical support services to populate MODMIS/CMIS with data relative to ECP processing and management. Provide validation to ensure the completeness and accuracy of the data as it is entered. (APN)

**3.49** Provide program specific ILS-ECP review procedures that will allow determination of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for a weapon system, subsystem, or support system. These procedures should consider: 1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs; 2) analyzing "Lessons Learned" data; 3) recommendation of baseline procedures in conjunction with the baseline LSA/MPA procedures; 4) identification of criteria for determining the ECPs that would require impact analysis; 5) development of subset procedures for updating approved data and maintenance plans resulting from engineering changes; 6) recommendation of parametric values to quantify the acceptability of engineering change impact(s); 7) definition of documentation requirements and worksheet formats for documenting ECP impact; and 8) recommendation of procedures for ILS-ECP impact analysis. (APN)

**3.50** Prepare technical directives in consonance with Naval Air Systems Command (NAVAIR) approved Engineering Change Proposals (ECPs) in cooperation with APML CSS support. (OM&N)

**3.51** Develop and recommend management control techniques to track modifications, plans, and reports; to analyze and track scheduled versus actual events; and to respond to requests for technical information on similar items. (RDT&E)

**3.52** Review and assess Engineering Change Proposals (ECPs), Technical Directives (TDs), publications changes affecting aircraft, systems, sub-systems to assure that ILS requirements are properly addressed and are consistent and within known program constraints. Provide recommendations regarding problem areas, improvements, planning factors and impacts. (APN)

**3.53** Provide expertise to support the Configuration Management Programs in

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their efforts to ensure that ECPs meet NAVAIR criteria for executability and supportability. Evaluations should be qualitative and include a description of deficiencies with recommended corrections. NAVAIR procedures must be adhered to. (APN)

**3.54** Review and analyze requests for deviations and waivers to production specifications to determine the effects on production, configuration identification, operation and logistics. Ensure ECPs meet the criteria for executability and supportability. Assist with categorization of requests for minor deviations, waivers and Class II ECPs. (APN)

**3.55** Collect, analyze, and categorize information on Government owned Special Tooling and Special Test Equipment (ST/STE) presently at contractor's plants including any vendor/subcontractor's facilities. (OM&N)

**3.56** Develop and provide recommendation for the disposition of all identified ST/STE. (OM&N)

**3.57** Perform data reconciliation reviews with contractor and vendors regarding execution of NAVAIR tooling disposition direction. (OM&N)

**3.58** Record and track all disposition actions required by NAVAIR, NAVICP, and DLA agencies, and other Government agencies or contractors for EA-6B and A6/EA-6B common tooling. (OM&N)

**3.59** Provide monthly status report on tooling requiring disposition actions. (OM&N)

**3.60** Program Protection Implementation Plan (PPIP): The PPIP to be furnished under this item shall be provided pursuant to the following requirements:

(a) The contractor shall develop, and after Government approval, implement technology protection at the contractor and sub-contractor locations. The establishment of technology at each of these facilities implements the Government's approved Program Protection Plan (PPP) for the AEA systems and EA-6B program office. The Government's PPP shall be provided via encrypted or secure medium by the requiring program office, via cognizant contracting officials, to the contractor as Government Furnished Information (GFI).

(b) The contractor shall develop a PPIP within contract support efforts for the AEA systems and EA6B program office. The PPIP must address integration of all security disciplines, technology protection, System Security Engineering (SSE) (Anti-Tamper and Information Assurance), counterintelligence and Operation Security (OPSEC), and provide for no cost user agency (NAVAIR program office and/or NAVAIR Security Officer) inspections and program

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protection surveys of the contractor's technology protection efforts. The PPIP must explain how their technology protection efforts ensures coordination of systems, data, and products during the acquisition process with SSE efforts to build life-cycle security features into sustainment and acquisition systems and products covered by this delivery order. PPIP content must adhere to the provisions of the Government PPP and be in conformance with federal statutes and regulations, Presidential directives and decisions, and other federal or military directives with the force of law that pertain to security, technology protection, SSE counterintelligence, and OPSEC. (The contractor may want to review DoD Instruction 5200.39 (describes CPI), DoD Regulation 5000.2-R, "DoD Manual 5200.1-M, Defense Acquisition Guidebook" (section 8), and MIL-HDBK -1785 (software security plan) for information guidance.)

Security Classification: The highest level of security for this effort is SECRET. Please refer to Attachment 1, Form DD254.

**3.61** In order to support invoice review 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 Progess Reporting Services," CDRL A004, and contract Attachment 3.

#### 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) ( 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 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](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

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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.

## Workforce Qualifications

Senior Operations Logistics Manager

Functional Responsibilities:

Provides guidance and supervision for logistics managers in performing logistics planning and management functions in support of in-service aircraft, weapon systems, training, or SE programs. Reviews recommended changes from fleet and other activities, Engineering Change Proposals (ECPs), Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide support and participate in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering /Logistics reviews and other technical and logistics meetings. Manages the efforts of junior logistics personnel. Prepare lessons learned for process improvement for new acquisition programs.

Labor Qualifications:

Experience: A minimum of ten years experience in operational

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logistics/maintenance engineering. Four years experience supervising and directing the activities of at least three operational technicians in the performance of comprehensive analysis across the spectrum of ILS elements during a job assignment in an Operational Command or supporting an Operational Command. Four years of operational (fleet support) logistics support experience. Four years of specific experience in operational logistics planning and management which demonstrates the ability to perform independent work to provide logistics planning, scheduling, execution and support system effectiveness analysis, studies and evaluations in support of DoD weapons systems and equipment.

Education: Bachelors degree from an accredited college or university.

Substitution: An additional five (5) years of relevant experience may be considered equivalent to a Bachelors degree (15 total years). A Master's degree or designation as a Certified Professional Logistician (CPL) from the International Society of Logistics (SOLE) may be substituted for 2 years of logistics experience.

#### Senior Logistics Analyst

##### Functional Responsibilities:

Provides guidance and supervision for logistics analysts supporting aircraft, weapon systems, training, or SE programs Conducts logistics, supportability, reliability, maintainability, and operational analyses and provides recommendations for tailoring, optimizing, and establishing logistics element requirements in support of aircraft, weapon systems, training, or SE programs. Provides recommendations for changes to site support including maintenance planning, phased support, manpower and personnel requirements, initial provisioning and material support, support equipment, training and training devices, technical data packaging, handling, storage and transportation, and facilities. Provides recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Provides recommendations for the review and development of Maintenance Plans/Logistics Support Analysis (MP/LSA) records, maintenance tasks and Level of Repair (LOR) Analysis recommendations.

##### Labor Qualifications:

Experience: A minimum of ten years experience in acquisition Level of Repair Analysis (LORA), Maintenance Planning, Logistics Support/Supportability Analysis, Operational Availability analysis, or resource requirements analysis related to in-service support of DoD weapons systems. Life Cycle Costing

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experience desired. Four years experience supervising and directing at least three logistics analysts in the performance of comprehensive analyses across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command.

**Education:** Bachelors degree from an accredited college or university

**Substitution:** An additional five (5) years of relevant experience may be considered equivalent to a Bachelors degree (15 total years). A Master's degree may be substituted for two years of logistics analysis experience.

### Logistics Analyst

#### Functional Responsibilities:

Conducts logistics, supportability, reliability, maintainability, and operational analyses and provides recommendations for tailoring, optimizing, and establishing logistics element requirements in support of aircraft, weapon systems, training, or SE programs. Analyzes logistics, maintenance, supply, and total ownership cost data to recommend the most cost effective maintenance concepts and sustainment strategies, identify supportability issues, or evaluate ECPs. Develops metrics/methods to measure/monitor the ability to deliver support to the Warfighter and analyzes data extracted from Navy and related data systems to assess industrial and logistics maintenance planning and sustainment program effectiveness.

#### Labor Qualifications:

**Experience:** Experience or education independently evaluating support system effectiveness, reliability and maintainability, and logistics support for DOD weapon systems/equipment, and a minimum of two years experience in at least two of the following: Logistics Support Analysis, Reliability and Maintainability Analysis, Life Cycle Costing, or Configuration Management.

**Education:** Bachelor's degree from an accredited college or university.

**Substitution:** An additional Five (5) years of logistics analysis experience may be substituted for a Bachelor's degree. A Master's degree or designation as a CPL from SOLE may be substituted for two years of analysis experience.

### Junior Analyst

#### Functional Responsibilities:

Assists in performing logistics, supportability, reliability, maintainability, and operational analyses and provides recommendations for tailoring, optimizing, and

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establishing logistics element requirements in support of aircraft, weapon systems, training, or SE programs.

Labor Qualifications:

Experience: Two years experience in conducting analytical studies applicable to ILS, and ability to conduct studies, analysis, or evaluations of DoD weapon systems/equipment.

Education: A high school diploma or equivalent.

Substitution: Designation as a CPL from SOLE may be substituted for two years of analysis experience.

**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        hours per 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 Government Installation Work Schedule will consist of an 8-hour work day Monday through Thursday. Therefore, Friday will not be part of the Government Installation Work Schedule. At the conclusion of the civilian furlough period, the Government Installation 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.

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## SECTION D PACKAGING AND MARKING

Note: All provisions and clauses of Section D of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 4000-4050, 4100-4150, and 7000-7050 - Packaging and marking are not applicable to these items.

Items 6000-6050, 6100-6150, and 9000-9050 - Packing and marking shall be in accordance with best commercial practice.

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

## 11RA 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)

\* To be completed at the Task Order level, when applicable.

## 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

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

### 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	Inspection At	Inspection By
4000	Destination	Government	Destination	Government
4050	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6150	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
7050	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

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9050      Destination      Government      Destination      Government

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance

Plan (QASP), Attachment 2 to the contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/1/2012 - 6/30/2013
4100	7/1/2013 - 6/30/2014
6000	7/1/2012 - 6/30/2013
6100	7/1/2013 - 6/30/2014

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	7/1/2012 - 6/30/2013
4100	7/1/2013 - 6/30/2014
6000	7/1/2012 - 6/30/2013
6100	7/1/2013 - 6/30/2014

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

4050	7/1/2012 - 6/30/2013
4150	7/1/2013 - 6/30/2014
6050	7/1/2012 - 6/30/2013
6150	7/1/2013 - 6/30/2014
7000	7/1/2014 - 6/30/2015
7050	7/1/2014 - 6/30/2015
9000	7/1/2014 - 6/30/2015
9050	7/1/2014 - 6/30/2015

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

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Services to be performed hereunder will be provided at approximately 68% contractor site and approximately 32% Government site at Patuxent River, Maryland, approximately 100% Government site at Jacksonville, FL, and approximately 100% Contractor site at Cherry Point, North Carolina with all key personnel residing within the National Capital Zone 2 Region. All percentages are approximations.

#### 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 A001, 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 2.5.1.6

(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

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Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days

after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: 22113 Fortin Circle, Bldg 1403, Room 44, Patuxent River, MD 20670

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Administration Data shall be in accordance with Section G of the SeaPort-e Multiple Award Basic Contract.

### 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/appointed

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 Patuxent River, MD 20670  
 301-757-7093  
mark.sanders@navy.mil

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties as the authorized Contracting Officer's Representative (COR) for this contract.

The duties of the COR are limited to the following:

	*As outlined in communiqué 12-21, 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.
	1. Conduct surveillance of contractor performance in accordance with basic contract Quality Assurance Surveillance Plan (QASP).
	2. Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

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

- (a) In accordance with the clause of this contract entitled "ELECTRONIC

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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 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)
- [ X ] 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)

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Issue DODAAC	N00421
Admin DODAAC	S2101A
Pay Office DODAAC	HQ0338
Inspector DODAAC	_____
Service Acceptor DODAAC	S2101A
Service Approver DODAAC	S2101A
Ship To DODAAC	_____
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 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:

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(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.

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(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.

**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, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments 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 requirement 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 been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee

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adjustment is required.

### **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**

#### **ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE**

##### **Base Year:**

ITEMS	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED POP
CLIN 4000	\$1,768,433.66		07/01/2012-06/30/2013
CLIN 6000	\$48,451.25		07/01/2012-06/30/2013

#### **Option I**

ITEMS	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED POP
CLIN 4100	\$ 1,131,156.79		07/01/2013-06/30/2014
CLIN 6100	\$44,443.00		07/01/2013-06/30/2014

**(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**

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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                  hours.  
The following details funding to date:

Base Year:

**Total Cost Base Year: \$2,402,025.05**

Funds this action: CLIN 4000 is \$19,525.00(Labor)

Funds this action: CLIN 6000 is -\$19,525.00 (ODCs)

Previous balance: \$332,323.00

Funds available: \$ 1,867,428.20

Balance unfunded: \$ 534,596.85

Option I:

**Total Cost Base Year: \$2,424,042.30**

Funds this action: CLIN 4100 is \$217,219.19

Funds this action: CLIN 6100 is \$ 0.00

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**Previous balance: \$ 990,710**

**Funds available: \$ 1,207,929.19**

**Balance unfunded: \$ 1,216,113.11**

**(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of \_\_\_\_\_ 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 \_\_\_\_\_ 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**

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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 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 x ((Required LOE minus Expended LOE) divided by 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

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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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun 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 determined 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 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. \* The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer.

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## **5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR) (2012)**

**Costs in support of services for OPNAV are considered unallowable and therefore will not be subject to reimbursement by the government.**

**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	Amount
SLIN 400001	AA	\$ 966,613.75
SLIN 400002	AB	\$ 110,515.20
SLIN 400003	AC	\$ 240,000.00
SLIN 400004	AD	\$ 150,000.00
SLIN 400005	AC	\$ 332,323.00
SLIN 410001	AE	\$ 456,597.00
SLIN 410002	AF	\$ 489,670.00
SLIN 410003	AF	\$ 217,219.19
SLIN 600001	AA	\$ 64,976.25
SLIN 600002	AB	\$ 3,000.00
SLIN 610001	AE	\$ 34,113.00
SLIN 610002	AF	\$ 10,330.00

## **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions**

(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 121,260 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.

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

(a) Contract Administration Office.

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(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 42.202(a)(4), (16), (17), (27), (30), (31), (34), (38), (39), (51), (58), and (67) or being withhold by Procuring Contracting Officer (PCO).

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

## **5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)**

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL [insert appropriate CDRL number]. 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 [insert appropriate CDRL number]. 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 [insert appropriate contract attachment number] shall be utilized as required herein and attached 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 [insert appropriate contract attachment number].

(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 [insert appropriate contract attachment number].

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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 [insert appropriate contract attachment number]. 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, Saving Clause."

**(b) Progress:** A description of progress made during the invoice period by [insert the level of progress desired: e.g. by labor category or SOW tasking] 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.

#### Accounting Data

SLINID	PR Number	Amount
400001	1300280684	966613.75
LLA :		
AA	1721506 Y5B0 251 00019 0 050120 2D 000000 A10001266891	
CIN	130028068400003	
600001	1300280684	64976.25
LLA :		
AA	1721506 Y5B0 251 00019 0 050120 2D 000000 A10001266891	
CIN	130028068400004	

BASE Funding 1031590.00  
Cumulative Funding 1031590.00

MOD 01

400002	1300286765	110515.20
LLA :		
AB	1721319 Y5A1 251 00019 0 050120 2D 000000 A00001299072	
CIN	130028676500001	
600002	1300286765	3000.00
LLA :		
AB	1721319 Y5A1 251 00019 0 050120 2D 000000 A00001299072	
CIN	130028676500002	

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MOD 01 Funding 113515.20  
Cumulative Funding 1145105.20

MOD 02

400003 1300328471 240000.00  
LLA :  
AC 1731804 4A4N 252 00019 0 050120 2D 000000 A40001572189  
CIN 130032847100002

MOD 02 Funding 240000.00  
Cumulative Funding 1385105.20

MOD 03

400004 1300338567 150000.00  
LLA :  
AD 1721506 Y5B0 251 00019 0 050120 2D 000000 A00001644434  
CIN 130033856700001

MOD 03 Funding 150000.00  
Cumulative Funding 1535105.20

MOD 04

400005 1300328471-0001 332323.00  
LLA :  
AC 1731804 4A4N 252 00019 0 050120 2D 000000 A40001572189  
CIN 130032847100004

MOD 04 Funding 332323.00  
Cumulative Funding 1867428.20

MOD 05

400006 1300280684-0002 19525.00  
LLA :  
AA 1721506 Y5B0 251 00019 0 050120 2D 000000 A10001266891  
CIN 130028068400002

600001 1300280684 (19525.00)  
LLA :  
AA 1721506 Y5B0 251 00019 0 050120 2D 000000 A10001266891  
CIN 130028068400004

MOD 05 Funding 0.00  
Cumulative Funding 1867428.20

MOD 06 Funding 0.00  
Cumulative Funding 1867428.20

MOD 07

410001 1300359040 456597.00  
LLA :  
AE 1731506 Y5B0 251 00019 0 050120 2D 000000 A00001787464  
CIN 130035904000001

410002 1300359037 489670.00  
LLA :  
AF 1731804 4A4N 252 00019 0 050120 2D 000000 A00001787461  
CIN 130035903700001

610001 1300359040 34113.00  
LLA :  
AE 1731506 Y5B0 251 00019 0 050120 2D 000000 A00001787464  
CIN 130035904000002

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610002 1300359037 10330.00  
LLA :  
AF 1731804 4A4N 252 00019 0 050120 2D 000000  
CIN 130035903700002

MOD 07 Funding 990710.00  
Cumulative Funding 2858138.20

MOD 08

410003 1300359037-0001 217219.19  
LLA :  
AF 1731804 4A4N 252 00019 0 050120 2D 000000 A00001787461  
CIN: 130035903700003

MOD 08 Funding 217219.19  
Cumulative Funding 3075357.39

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Special Contract Requirements shall be in accordance with Section H of the SeaPort-e Multiple Award Basic Contract.

### **H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE**

- (a) The contract includes an option, per each 12-month term, 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 program in-scope 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 contract 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 at anytime during contract performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to (1) give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance and (2) request a proposal for the increased level of effort, based on a description of the new/revised tasking provided by the Government. Negotiations will be conducted as necessary.
- (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 contract.
- (g) Upon completion of negotiations, a modification will be issued to realign the necessary ceiling from the Increased Capacity CLIN to the applicable Labor or ODC CLIN, and appropriate funding will be provided. This will ensure that the Increased Capacity conforms with the contract CLIN structure.

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(SERVICES)(MAR 2007)

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Performance Based Statement of Work and will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR

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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.
- [x] (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))

[ x] (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

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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 or their subsystems extends for a period of [3 years] after the terms of this contract. (FAR 9.505-2(a)(1))

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

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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

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financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

#### 5252.210-9501 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.

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

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
  - (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
  - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable

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Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the

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extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

#### **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 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

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Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

- (b) Prior written approval of the 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 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 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: Rita Pegg, Air 2.5.1.6.1, 21983 Bundy Road, Bldg 441, Patuxent River, MD 20670.

#### **10RA HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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NOTE: THIS CLAUSE WILL BE INVOKED IN DIFFERENT VARIATIONS AT THE TASK ORDER LEVEL, notwithstanding other language in this contract that gives this contract precedence when it conflicts with task orders, the task order version of organizational conflict of interest clause, if any, shall take precedence.

(a) (1) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this task order may create a potential organizational conflict of interest on the instant contract or on a present or future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below and in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any equipment or services that is the subject of the work to be performed under this task order.

(2) This exclusion does not apply to any recompetition for equipment or

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services furnished pursuant to this task order.

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for equipment or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program office, PEO or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

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(n) Compliance with this requirement is a material requirement of this contract.

## **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.

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

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

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

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

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

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

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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.

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

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

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

(c) The contractor agrees that during the first 365 days of the task order, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death,

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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

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Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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## SECTION I CONTRACT CLAUSES

### 09RA 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 5 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 15 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 three years and six months.

### 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; Cherry Point, NC; Kingsville, TX; and Wright Patterson AFB. 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 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 265, INSERT ADDRESS., Patuxent River, MD 20670]. All losses are to have the permanent badges returned to [PMA 265, INSERT ADDRESS., Patuxent River, MD 20670] on the last day of the individual's task requirement.

### 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (DEVIATION)

- (a) *Definitions.* "Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses

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Fiscal Year 2010 funds.

(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 any claim under title VII of the Civil Rights Act of 1964 or 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 any claim under title VII of the Civil Rights Act of 1964 or 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, for contracts awarded after ENTER DATE that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any 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) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

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## **SECTION J LIST OF ATTACHMENTS**

**Attachment 1 Contract Security Classification Specification Form DD254 Finalized dated 15 May 2013**

Attachment 2 Quality Assurance Surveillance Plan

Attachment 3 Incurred Cost and Progress Reporting Data Table

Exhibit A Contract Data Requirements List - Data item No. A001 ( Monthly Status Report)

Exhibit A Contract Data Requirements List -Data item No. A002 (OPSEC Plan)

Exhibit A Contract Data Requirements List-Data item No. A003 ( Contractor's Progress, Status and Management Report)

Exhibit A Contract Data Requirements List-Data item No. A004 ( Incurred Cost and Progress Reporting)