

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 01-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. 1300441099	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 theresa.newbold@navy.mil 301-757-2523	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-M810
		10B. DATED (<i>SEE ITEM 13</i>) 01-Sep-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>)
FAR 52.217-9 Option to Extend, FAR 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>)		16A. NAME AND TITLE OF CONTRACTING OFFICER (<i>Type or print</i>) Rita A Pegg, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Rita A Pegg (Signature of Contracting Officer)
		30-105	16C. DATE SIGNED 22-Aug-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

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GENERAL INFORMATION

The purpose of this modification is to:

- 1) Exercise Option II CLINs 7000 (Labor) and 9000 (ODCs).
- 2) Provide funding for performance of Option CLINs.
- 3) Update Section G Contract Administration Clauses 252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order, SEA G-2 5252.232-9504 I Special Pay Instructions for Paying Office Alternate I (NAVAIR) (MAY 2006) and SEA 5252.232-9104 Allotment of Funds (May)
- 4) Update Section G-Accounting Data.

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 \$. . . by
\$ 0 \$

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	O&MN,N	0.00		
700002	O&MN,N	0.00		
900001	O&MN,N	0.00		

The total value of the order is hereby increased from \$1,865,786.57 by \$877,262.78 to \$2,743,049.35.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	0.00		
9000	0.00		

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

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

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R706	Provide LogisticsSupport Services for PMA-231 ILS In Accordance With SOW and CDRLs. Labor - Base Year. (O&MN,N)	1.0	LO			
400001	R706	Funding in support of CLIN 4000 (O&MN,N)					
400002	R706	Funding in support of CLIN 4000 (O&MN,N)					
400003	R706	Funding in support of CLIN 4000 (O&MN,N)					
400004	R706	Funding in support of CLIN 4000 (O&MN,N)					
400005	R706	Funding in support of CLIN 4000 (O&MN,N)					
400006	R706	Funding in support of CLIN 4000 (O&MN,N)					
4050	R706	10% Capacity - Increased Services In Accordance With the task order H-1 clause - Option to Increase Capacity. (O&MN,N)	1.0	LO			
		Option					
4100	R706	Provide LogisticsSupport Services for PMA-231 ILS In Accordance With SOW and CDRLs. Labor - Option Year 1. (O&MN,N)	1.0	LO			
410001	R706	Funding in Support of CLIN 4100 (O&MN,N)					
410002	R706	Funding in Support of CLIN 4100 (O&MN,N)					
410003	R706	Funding in Support of CLIN 4100 (O&MN,N)					
410004	R706	Funding in Support of CLIN 4100 (Fund Type -OTHER)					
4150	R706	10% capacity - increased serviceIn Accordance With the Task Order H-1 clause - Option to Increase Capacity. (O&MN,N)	1.0	LO			
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R706	ODCs in support of CLIN 4000 (Base year). (O&MN,N)	1.0	LO	
600001	R706	Funding in support of CLIN 4000 (O&MN,N)			
600002	R706				
6050	R706	10% Capacity - increased ODCs inaccordance with the Task Order H-1 clause. Option to Increase Capacity. ODCs in support of CLIN 6000.	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		(O&MN,N)			
		Option			
6100	R706	ODCs in support of CLIN 4100 (Option Year 1). (O&MN,N)	1.0	LO	
610001	R706	Funding in Support of CLIN 6100 (O&MN,N)			
6150	R706	10% capacity - increased ODC in accordance with the Task Order H-1 clause - Option to Increase Capacity. ODCs insupport of CLIN 6100. (O&MN,N)	1.0	LO	
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Provide LogisticsSupport Services for PMA-231 ILS In Accordance with SOW and CDRLs. Labor - Option Year 2. (O&MN,N)	1.0	LO			
700001	R706	Funding in support of CLIN 7000 (O&MN,N)					
700002	R706	Funding in support of CLIN 7000 (O&MN,N)					
7050	R706	10% capacity - increased servicein accordance with the Task Order H-1 clause - Option to Increase Capacity. (O&MN,N)	1.0	LO			
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	ODCs in support of CLIN 7000 (Option Year 2). (O&MN,N)	1.0	LO	
900001	R706	Funding in support of CLIN 9000 (O&MN,N)			
9050	R706	10% capacity - increased ODC in accordance with the Task Order H-1 clause - Option to Increase Capacity. ODCs insupport of CLIN 9000. (O&MN,N)	1.0	LO	
		Option			

The task order Contracting Officer will unilaterally create informational 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

1.0 INTRODUCTION

The Naval Air Systems Command Aircraft Division (NAVAIR AD) is acquiring logistics services in support of the PMA-231.

2.0 BACKGROUND

This requirement resides in AIR 6.6.2, PMA-231, a program under Program Executive Officer, Tactical Aircraft Programs, which supports E-2C, E-2D, and C-2A, herein referred to as “PMA-231 aircraft”. The E-2 is a variant of the carrier-based Airborne Early Warning/Command and Control (AEW/CC) system developed and produced for the Navy under a succession of contracts with Northrop Grumman Corporation (NGC). Throughout its lifecycle, the E-2C has undergone various configuration changes designed to improve system performance, enhance capabilities, and increase reliability. These changes include the Update Development Programs (UDP) Group I and Group II, Navigation Upgrade, Mission Computer Upgrade, and Hawkeye 2000. The E-2D Advanced Hawkeye is the newest variant of the E-2 aircraft platform and is currently in development. It features a state-of-the-art radar with a two-generation leap in capability and upgraded aircraft systems that will improve supportability and increase readiness. The C-2A Greyhound provides critical logistics support to Carrier Strike Groups. Its primary mission is the transport of high-priority cargo, mail and passengers between carriers and shore bases. Powered by twin Allison T56-A-425 turboprop engines and Hamilton-Standard constant speed propellers, the C-2A can deliver a combined payload of 10,000 pounds over a distance in excess of 1,000 nm. The interior arrangement of the cabin can readily accommodate cargo, passengers and litter patients.

3.0 SCOPE

The E-2C/C-2A aircraft are currently deployed in the Fleet and require numerous modifications/upgrades, and supportability analyses to address survivability, safety, avionics, component improvements, and aircraft sustainability. The E-2D Advanced Hawkeye is currently in low rate initial production (LRIP) with full rate production (FRP) scheduled to begin in FY13. Contractor support is required to provide Logistics Program Management Support and Logistics Supportability Analyses for PMA-231 supported aircraft, Power and Propulsion System, and Support Equipment. The contractor shall perform the services detailed in Section 5.0, below.

4.0 APPLICABLE DIRECTIVES

4.1 DoDD 5000.01 The Defense Acquisition System - available online at Defense Technical Information Center (<http://www.dtic.mil>)

4.2 DoDI 5000.02 Operation of the Defense Acquisition System - available online at Defense Acquisition University (<https://dag.dau.mil>)

4.3 Defense Acquisition Guidebook - available online at Defense Acquisition University (<https://dag.dau.mil>)

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4.4 All applicable Navy directive, Instructions, Handbooks, and policy driven documentation - available online at NAVAIR Logistics (<http://www.navair.navy.mil/logistics/>)

5.0 REQUIREMENTS

5.1 Logistic Planning

5.1.1 Provide logistics management support in the preparation, coordination, operation, and post evaluation of various Integrated Logistics Support (ILS) meetings to include: Integrated Logistics Support Management Team (ILSMT) meetings, Critical Items Logistics Reviews (CILR), Logistics Elements Managers (LEM) reviews, Power and Propulsion Problem Solving Conferences (SPSC), Manage and disseminate applicable PMA-231 Message traffic, and other supportability related meetings and conference calls.

5.1.2 Attend and participate in logistics meetings, conferences and reviews. Prepare conference agenda and follow-up minutes documenting results of the meetings and action items identified. The contractor shall record and update action items documented at the above listed logistics meetings, and track action chits generated at these ILS meetings.

5.1.3 Provide recommendations for maintaining and modifying Acquisition logistics (ALS) Plans, User logistics Support Summary (ULSS), and Post Production Support Plan (PPSP) for the PMA231 aircraft, subsystems and support systems.

5.1.4 Assess program-planning documents, investigate discrete activities within each element of logistics, list interrelationships and dependencies of all activities, and compare these with established milestones and constraints. Identify impacts and advantages to schedules for each discrete activity and provide recommendations for the schedules that ensure the accomplishment of program milestones.

5.1.5 Provide technical support for the identification of PMA231 aircraft in service Program Related Logistics (PRL) support requirements; budgeting for PRL requirements and other program related logistics support requirements.

5.1.6 Maintain in-service support funding spend plans, ensure the allocation of resources in accordance with spend plans, track and report the obligation and execution of those resources, utilizing various NAVAIR tracking tools to include Navy ERP.

5.1.7 Coordinate and develop briefs in support of the Naval Aviation Enterprise TYCOM Readiness Workshops, Maintenance and supply chain briefs, Current Readiness Cross Functional Team (CRCFT), and Air Board Briefs.

5.1.8 Track implementation of the yearly technical publications update plans, and provide bi-weekly publication plan implementation progress reports, utilizing internal program tracking resources as well as Naval Air Technical Data and Engineering Service Command (NATEC) web based tools such as Technical Manual Application System (TMAPS) and Joint Deficiency Reporting System (JDRS).

5.2 Develop Logistics Supportability Analysis

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5.2.1 Utilize the Logistics Management Decision Support System (LMDSS), Decision Knowledge Programming for Logistics Analysis and Technical Evaluation (DECKPLATE), Naval Aviation Logistics Data Analysis (NALDA), Aircraft Inventory Record Reporting System (AIRRS), Aircraft Material Condition Reports (AMCR), NALCOMIS data, and other decision support systems to identify and document readiness, operations/support cost degraders and, develop alternative support solutions.

5.2.2 Conduct on-site quantitative and qualitative analyses of the logistics elements for retrofit hardware at selected sites. Identify variances from the documented plan and recommend corrective actions and track implementation to meet planning milestones.

5.2.3 Provide alternatives for developing and modifying logistics support strategies for weapon systems, subsystems to identify the most cost effective plan to ensure the accomplishment of program objectives.

5.2.4 Prepare, update, and maintain monthly readiness degrader charts, and the supply and maintenance Subsystem Capability Impact Reporting (SCIR) degrader matrix from the LMDSS and DECKPLATE databases in support of Critical Items Logistics Reviews (CILRs).

5.2.5 Conduct analysis of Engineering Change Proposals (ECPs) to assess and document the Aviation Depot Level Repairables (AVDLR) and consumable cost impact to the fleet Flying Hour Programs (FHP).

5.2.6 Document the results of the FHP impact analysis utilizing the Cost Adjustment Sheets (CAS). The contractor shall coordinate the development of the yearly Flying Hour Program (FHP) budget impact data call.

5.2.7 Conduct reliability, maintainability, and availability analysis of the NP-2000 propeller system. Monitor monthly MFHBF/MFHBM, TAT, and update monthly status report. (CDRL A001)

5.2.8 Evaluate the principal factors impacting the supportability of PMA-231 aircraft and subsystems to quantify the scope and nature of logistic support required to meet specific operational mission requirements efficiently and effectively. Assess PMA-231 aircraft ILS planning/management data and documentation to identify supportability problem areas. List alternative quantitative and qualitative methodologies to evaluate the impact of ILS shortfalls. List options to correct/alleviate identified support problems. (CDRL A001)

5.2.9 Provide alternatives for developing and maintaining comprehensive affordable readiness plans for the PMA-231 aircraft, 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 constraints.

5.3 Configuration Management

5.3.1 Review and assess Engineering Change Proposals (ECPs), Technical Directives (TDs) and

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publication changes affecting aircraft, systems, and sub-systems to assure Integrated Logistics Support requirements are addressed. Provide options regarding problem areas, improvements, planning factors and program impacts.

5.3.2 Maintain the PMA-231 Resource Allocation Management Program (RAMP) configuration database. The contractor shall update the RAMP database to input and track the implementation actions of approved Engineering Change Proposals, utilizing NALCOMIS and Technical Directive Status Accounting (TDSA) data.

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

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

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

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

5.5 Labor Category Qualifications:

5.5.1 Program Manager - This labor category shall serve as the overall lead manager and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and the representative on project and contract administration issues. Supervises program/project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.

- Bachelor's degree from an accredited school in the areas of engineering, management, or business administration is required.
- Ten years of experience in logistics management and supervision of multiple projects in the design, sustaining support, or field service of naval aircraft, or a naval aviation related field.

5.5.2 Sr. Logistics Manager - This labor category shall perform various tasks related to the technical development, operation, evaluation and improvement of weapons systems supportability and maintainability. Develops and evaluates various ILS documents and plans. Shall analyze data to establish the allowance parts lists.

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- Associate's degree from an accredited school in a technical discipline.
- Five years of experience in the field of naval integrated logistics support. Two years specific experience in U. S. Navy ILS.
OR
- High school diploma or equivalent.
- Eight years of experience in the field of naval integrated logistics support. Two years specific experience in U. S. Navy ILS.

5.5.3 Logistics Manager - This labor category shall perform various tasks related to the development, operation, evaluation and improvement of weapons systems supportability and maintainability. Develops and evaluates various ILS documents and plans. Shall analyze data to establish the allowance parts lists.

- Associates degree from an accredited school in a technical discipline.
- Three years of related experience in U. S. Navy/Marine Corps ILS.
OR
- High school diploma or equivalent.
- Six years of experience in the field of naval integrated logistics support.

5.5.4 Logistics Analyst - This labor category shall perform various tasks related to the technical development, operation, evaluation and improvement of weapons systems supportability and maintainability. Develops and evaluates various ILS documents and plans. Shall analyze data to establish the allowance parts lists.

- Associate's degree from an accredited school in a technical discipline.
- Five years of experience in the field of naval integrated logistics support. Two years specific experience in U. S. Navy ILS.
OR
- High school diploma or equivalent.
- Eight years of experience in the field of naval integrated logistics support. Two years specific experience in U. S. Navy ILS.

5.5.5 PRL Analyst - This labor category shall provide support for analysis, development, integrations, logistics, and management for cost, financial, staffing management tools and processes.

- Associate's degree from an accredited school in business or financial related field.
- Two years of experience with U.S. Navy budget and financial analysis techniques and tools.
OR
- High school diploma or equivalent.
- Five years of experience with U.S. Navy budget and financial analysis techniques and tools.

5.6 SECURITY AND OPSEC

5.6.1 Security - The Contractor shall implement and maintain security procedures and controls to

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prevent unauthorized disclosure of controlled unclassified information (CUI) and classified information, and to control distribution of CUI and classified information in accordance with all applicable documents listed below. The DoD Contract Security Classification Specification, DD Form 254, Attachment 1, defines program specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DoD 5200.1-R (Information Security Regulation) (Appendix 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). The Contractor shall be responsible for ensuring all subcontractors implement OPSEC requirements, including the development and implementation of the any/all subcontractor OPSEC program(s). (CDRL A004)

5.6.2 Operations Security (OPSEC) - The contractor shall develop, implement and maintain a facility level OPSEC Program to protect critical information to be used at the contractor facility during the performance of this contract. While performing at a government activity, the contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; and applicable Program Specific Program Protection Plan(s) (PPP(s)) for the protection of the Critical Program Information (CPI) identified in the Programs' PPP(s). The OPSEC program may include Information Assurance (IA) and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and DoD 5205.02-M, DoD Operations Security (OPSEC) Program Manual dated 3 November 2008.

5.6.3 Security Clearance Requirements

The following position/labor category equivalents require a security clearance:

Position/labor category	Security Clearance Level	Within Days Issuance of Task Order
Logistics Analyst	Secret Clearance	Within 30 days after task order award.
PRL Analyst	Secret Clearance	Within 30 days after task order award.

5.7 PERFORMANCE STANDARDS

This requirement is performance based. Contractor performance is subject to the metrics in the Quality Assurance Surveillance Plan (QASP), Attachment 2.

6.0 DELIVERABLES

All Deliverables shall be delivered in accordance with schedules and conditions specified in Exhibit A Contract Data Requirements List (CDRL), DD Form 1423. CDRL A001 Contractor's Progress, Status and Management Report; CDRL A002 Funds and Man-Hour Expenditure Report; CDRL A003 Technical Report Program Reviews/Minutes; A004 Technical Report-OPSEC Plan.

7.0 CONSTRAINTS

7.1 Place of Performance

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The place of performance shall be located at the following locations:

- 4 Naval Air Station Patuxent River, MD.
- 1 NAS Norfolk, VA.
- Remaining personnel at contractor facility within 15 miles of Patuxent River, MD.

7.2 Electronic Data Reporting Standard

All electronic data and reports submitted by the contractor in support of this tasking shall use Microsoft Office package software compatible with NMCI standards for MS Word, Access, PowerPoint and Excel. The contractor shall maintain NMCI MS office version compatibility.

7.3 Work Schedule

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

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

The contractor awarded this contract, with agreement by the Task Order Manager (TOM), may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government.. Additionally, the CWS schedule shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility.

8.0 ESTIMATED TRAVEL DESTINATIONS

Estimated annual travel requirements are as follows:

Location	# of days	# of trips	# of people
Washington, D.C.	1	4	1
Pt. Mugu, CA	4	4	1
Norfolk, VA	4	6	2

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San Diego, CA	4	4	2
St. Augustine, FL	4	6	1
Bethpage, NY	3	6	1
Cherry Point, NC	3	3	1

9.0 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A005, and contract attachment 3.

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

- (a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.
- (b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.
- (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate reinvestigations 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

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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.

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SECTION D PACKAGING AND MARKING

Items 4000-4050, 4100-4150, and 4200-4250 - Packaging and marking are not applicable to these items.

Items 6000-6050, 6100-6150, and 6200-6250 - Packing and marking shall be in accordance with best commercial practice.

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

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

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

CLIN	Inspection At	Inspection By	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
4200	Destination	Government	Destination	Government
4250	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6250	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	9/1/2012 - 8/31/2013
4100	9/1/2013 - 8/31/2014
6000	9/1/2012 - 8/31/2013
6100	9/1/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/1/2012 - 8/31/2013
4100	9/1/2013 - 8/31/2014
6000	9/1/2012 - 8/31/2013
6100	9/1/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015

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

4050	9/1/2012 - 8/31/2013
4150	9/1/2013 - 8/31/2014
6050	9/1/2012 - 8/31/2013
6150	9/1/2013 - 8/31/2014
7050	9/1/2014 - 8/31/2015
9050	9/1/2014 - 8/31/2015

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

Services to be performed hereunder will be provided at Patuxent River, Maryland and Norfolk, VA.

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

Technical Data and Information shall be delivered in accordance with the requirements of the

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Contract Data Requirements List, DD Form 1423, Exhibit A attached hereto, and the following:

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

(1) PCO, Code N/A

(2) ACO, Code N/A

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

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

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

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

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

(g) DD Form 1423, Block 14, see Exhibit A.

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SECTION G CONTRACT ADMINISTRATION DATA

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) (SEP 2012)

(a) The Contracting Officer has designated:

Jeanette Aley, Code 6.6.2.1
 47123 Buse Road
 Bldg. 2272, Rm 452
 Patuxent River, MD 20670
 Tel: (301) 995-4589

as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

- 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.

(b) The effective period of the COR designation is 16 February 2014 through 31 August 2015

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

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

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<http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and WAWF Vendor Guide”.

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

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

Type of Document (contracting officer check all that apply)

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

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate

information as applicable)

Issue DODAAC ____ N00421 _____

Admin DODAAC ____ S2101A _____

Pay Office DODAAC ____ HQ0338 _____

Inspector DODAAC _____

Service Acceptor DODAAC ____ S2101A _____

Service Approver DODAAC ____ S2101A _____

Ship To DODAAC ____ See Section F _____

DCAA Auditor DODAAC _____

LPO DODAAC _____

Inspection Location _____ See Section E _____

Acceptance Location _____ See Section E _____

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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 aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: jeanette.aley@navy.mil

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

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

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

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

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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 adjustment is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (Updated in Mod 09)

(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

Sea Clause 5252.232-9104 Allotment of Funds (MAY 1993)				
Base Year:	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Total</u>	<u>Performance Period</u>
CLIN 4000 (Labor)				1 Sep 12-31 Aug 13
CLIN 6000 (ODCs)				1 Sep 12-31 Aug 13
Total				
Option I:	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Total</u>	<u>Performance Period</u>
CLIN 4100 (Labor)		6		1 Sep 13-31 Aug 14
CLIN 6100 (ODCs)				1 Sep 13-31 Aug 14
Total		6		
Option II:	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Total</u>	<u>Performance Period</u>
CLIN 7000 (Labor)				1 Sep 14-31 Aug 15
CLIN 9000 (ODCs)	\$ 1	\$ 1	\$ 1	1 Sep 14-31 Aug 15
Total	\$ 1	\$ 1	\$ 1	

(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.

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(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:

CLIN 7000-Total CPFF Value:	\$
CLIN 7000-Funds Applied Mod 09:	\$
CLIN 7000-Funds Available:	\$ -
CLIN 7000-Balance Unfunded:	\$
CLIN 9000-Total Cost Value:	\$
CLIN 9000-Funds Applied Mod 09:	\$ -
CLIN 9000-Funds Available:	\$ -
CLIN 9000-Balance Unfunded:	\$
CLIN 4100-Total CPFF Value:	\$
CLIN 4100-Funds Applied Mod 09:	\$
CLIN 4100-Funds Available:	\$ -
CLIN 4100-Balance Unfunded:	\$
CLIN 6100-Total Cost Value:	\$ -
CLIN 6100-Funds Applied Mod 09:	\$ -
CLIN 6100-Funds Available:	\$ -
CLIN 6100-Balance Unfunded:	\$
CLIN 4000-Total CPFF Value:	\$ -
CLIN 4000-Funds Applied Mod 09:	\$ -

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CLIN 4000-Funds Available:	\$ -
CLIN 4000-Balance Unfunded:	\$ -
CLIN 9000-Total Cost Value:	\$ -
CLIN 9000-Funds Applied Mod 09:	\$ -
CLIN 9000-Funds Available:	\$ -
CLIN 9000-Balance Unfunded:	\$ -

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 _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that _____ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other nonwork 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 _____ (to be identified at the task order level) hours per week. It is understood and agreed that the rate of manhours 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

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offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by 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 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

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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.

**252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)
(Updated in Mod 09)**

The payment office shall make payment within the line item in the sequence ACRN order specified below,

AWD/MOD#	ACRN	SLIN	Amount
Award	AA	400001	\$;
Award	AB	400002	\$;
Award	AB	600001	\$;
Mod 01	AC	400003	\$;
Mod 01	AD	400004	\$;
Mod 02	AG	400005	\$;
Mod 02	AF	400006	\$;
Mod 05	AH	410001	\$;
Mod 05	AJ	410002	\$;
Mod 07	AK	610001	\$;
Mod 08	AK	410003	\$;
Mod 08	AK	410004	\$;
Mod 09	AL	700001	\$;
Mod 09	AM	700002	\$;
Mod 09	AL	900001	\$;
			\$;

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exhausting all funds in the previous ACRN before paying from the next ACRN.

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

(a) Contract Administration Office.

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

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

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

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

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV

SERVICES (NAVAIR) (2012)

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

5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A005. 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 A005. 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 3 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment 3.

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 3. Additional

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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 3. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: “No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause.”

b) Progress: A description of progress made during the invoice period 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	1300294122	
LLA :		
AB	1721804 4A4N 251 00019 0 050120 2D 000000 A10001330368	
CIN:	CIN 130029412200001	
400002	1300294122	
LLA :		
AB	1721804 4A4N 251 00019 0 050120 2D 000000 A10001330368	
CIN:	CIN 130029412200002	
600001	1300294122	
LLA :		
AB	1721804 4A4N 251 00019 0 050120 2D 000000 A10001330368	
CIN:	CIN 130029412200002	

BASE Funding

Cumulative Funding

MOD 01

400003	1300294122-0001
LLA :	
AC	1731804 4A4N 251 00019 0 050120 2D 000000
CIN	CIN 130029412200003
400004	1300294122-0001
LLA :	
AD	1731804 4A4N 251 00019 0 050120 2D 000000
CIN	CIN 130029412200004

MOD 01 Funding --

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Cumulative Funding 654096.82

MOD 02

400005 1300294122-0002
 LLA :
 AG 1731804 4A4N 251 00019 0 050120 2D 000000
 CIN 130029412200005

400006 1300294122-0002
 LLA :
 AF 1731804 4A4N 251 00019 0 050120 2D 000000
 CIN 130029412200006

MOD 02 Funding
 Cumulative Funding

MOD 03 Funding 0.00
 Cumulative Funding

MOD 04 Funding 0.00
 Cumulative Funding :

MOD 05

410001 1300363381
 LLA :
 AH 1731804 4A4N 251 00019 0 050120 2D 000000 A10001812264
 Standard Number: N/A
 COST CODE: A10001812264
 CIN: 130036338100002
 AMOUNT:

410002 1300363381
 LLA :
 AJ 1731804 4A4N 251 00019 0 050120 2D 000000 A00001812264
 Standard Number: N/A
 COST CODE: A00001812264
 CIN: 130036338100001
 AMOUNT: :

610001 1300363381
 LLA :
 AH 1731804 4A4N 251 00019 0 050120 2D 000000 A10001812264
 Standard Number: N/A
 COST CODE: A10001812264
 CIN: 130036338100002
 AMOUNT: .

MOD 05 Funding
 Cumulative Funding

MOD 06 Funding 0.00
 Cumulative Funding

MOD 07

410003 1300363381-0002
 LLA :
 AK 1741804 4A4N 251 00019 0 050120 2D 000000 A30001812264
 Standard Number: n/a
 CIN#: 130036338100006

MOD 07 Funding 150668.82
 Cumulative Funding 1601622.37

MOD 08

410004 1300363381-0003

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LLA :
 AK 1741804 4A4N 251 00019 0 050120 2D 000000 A30001812264
 Standard Number: n/a
 CIN#130036338100007

MOD 08 Funding
 Cumulative Funding]

MOD 09

700001 1300441099
 LLA :
 AL 1741804 4A4N 251 00019 0 0501120 2D 000000 A00002402451
 Standard Number: n/a
 CIN# 130044109900001

700002 1300441099
 LLA :
 AM 1741804 4A4N 251 00019 0 0501120 2D 000000 A10002402451
 Standard Number: n/a
 CIN# 130044109900002

900001 1300441099
 LLA :
 AL 1741804 4A4N 251 00019 0 0501120 2D 000000 A00002402451
 Standard Number: n/a
 CIN#: 130044109900002

MOD 09 Funding]
 Cumulative Funding]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)

- (a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 3 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

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

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
 - (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Performance Based Statement of Work and will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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(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 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

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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 agrees to prepare complete specifications covering non-development items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [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

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

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

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to

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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.

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

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

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

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

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

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

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

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- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

- (a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.
 - (i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract".
- (b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states

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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 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

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outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

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

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

(b) Prior written approval of the 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

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contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

2.5.1.14
 21983 Bundy Road, Bldg 441
 Patuxent River, MD 20670

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

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

5252.237-9501 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 or during the first _6_ months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter

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when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

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

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

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

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

(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

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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.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAY 2012)

(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. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with 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

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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 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.

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

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SECTION I CONTRACT CLAUSES

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 3 years provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

52.219-6 Notice of Total Small Business Set-Aside (June 2003)

- (a) *Definition.* “Small business concern,” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) General.
 - (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
 - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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

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

Name: Jeanette Aley

E-mail: jeanette.aley@navy.mil

Address: Naval Air Systems Command
47123 Buse Rd.
Bldg 2272, Rm 452
Patuxent River, MD 20670

Telephone: (301) 995-4589

All losses are to have the permanent badges returned to

Security Officer

Naval Air Station

Patuxent River, MD

on the last day of the individual's task requirement.

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) *Definitions.* As used in this clause—

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

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

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(b) The Contractor—

(1) Agrees not to—

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

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

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

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

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

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

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

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

Regulation Supplement 222.7404.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD Form 254 Contract Security Classification Specification (draft, final version will be incorporated in upcoming modification)

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

Attachment 3 - Incurred Cost and Progress Reporting for Services Data Tables

EXHIBIT A - Contract Data Requirements List (CDRLs), DD Form 1423 A0001 - A0005