

2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 26-Nov-2013	4. REQUISITION/PURCHASE REQ. NO. 1300388029	5. PROJECT NO. (If applicable) 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 (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Andromeda Systems Incorporated 3686 Hill Breeze Rd Virginia Beach VA 23452		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-06-D-4680-M801 10B. DATED (SEE ITEM 13) 01-Aug-2010
CAGE CODE 46LE5	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janiece M Shall, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY /s/Janiece M Shall (Signature of Contracting Officer)
	16C. DATE SIGNED 26-Nov-2013

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GENERAL INFORMATION

The purpose of this modification is to:

1) Provide funding for performance of Option CLIN 4300, and 2) Update Section G Contract Administration Clauses 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.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430005	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
430006	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
430007	OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$6,114,006.48 by \$0.00 to \$6,114,006.48.

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
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4000	R706	Undergraduate Flight Training System Logistics/Maintenance Program Support IAW the SOW - Base Year (O&MN,N)	1.0	LO	██████████	██████████	██████████
400001	R706	Funding for CLIN 4000 (O&MN,N)					
400002	R706	Funding for CLIN 4000 (O&MN,N)					
400003	R706	Funding for CLIN 4000 (O&MN,N)					
4050	R706	Undergraduate Flight Training System Logistics/Maintenance Program Support IAW the SOW - Increased services - Base (OTHER) Option	1.0	LO	██████████	██████████	██████████
4100	R706	Undergraduate Flight Training System Logistics/Maintenance Program Support IAW the SOW - Option 1 (OTHER)	1.0	LO	██████████	██████████	██████████
410001	R706	Funding in support of CLIN 4100 (OTHER)					
410002	R706	Funding in support of CLIN 4100 (OTHER)					
410003	R706	Funding in support of CLIN					

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4100 (OTHER)

410004 R706 Funding in
support of CLIN
4100 (OTHER)

410005 R706 Funding in
support of CLIN
4100 (OTHER)

410006 R706 Funding in
support of CLIN
4100 (OTHER)

410007 R706 Funding in
support of CLIN
4100 (OTHER)

410008 R706 Funding in
support of CLIN
4100 (OTHER)

410009 R706 Funding in
support of CLIN
4100 (OTHER)

410010 R706 Funding in
support of CLIN
4100 (OTHER)

410011 R706 Funding in
support of CLIN
4100 (OTHER)

4150	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Increase services - option 1 (OTHER) Option	1.0	LO	██████████	██████████	██████████
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4200	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - option 2 (OTHER)	1.0	LO	██████████	██████████	██████████
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420001 R706 Funding in
support of CLIN
4200 (OTHER)

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420002 R706 Funding in
support of CLIN
4200 (OTHER)

420003 R706 Funding in
support of CLIN
4200 (OTHER)

4250	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Increase services - option 2 (OTHER) Option	1.0	LO	██████████	██████████	██████████
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4300	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - option 3 (OTHER)	1.0	LO	██████████	██████████	██████████
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430001 R706 Funding in
support of CLIN
4300 (OTHER)

430002 R706 Funding in
support of CLIN
4300 (OTHER)

430003 R706 Funding in
support of CLIN
4300 (OTHER)

430004 R706 Funding in
support of CLIN
4300 (OTHER)

430005 R706 Funding in
support of CLIN
4300 (OTHER)

430006 R706 Funding in
support of CLIN
4300 (OTHER)

430007 R706 Funding in
support of CLIN
4300 (OTHER)

4350	R706	Undergraduate Flight Training	1.0	LO	██████████	██████████	██████████
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System
Logistics/Mainten
ance Program
Support IAW the
SOW - Increase
services - option
3 (OTHER)
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs Base Year (O&MN,N)	1.0	LO	██████████
600001	R706	ODCs for CLIN 4000 Funding for CLIN 6000 (Material) (O&MN,N)			
600002	R706	ODCs for CLIN 4000 Funding for CLIN 6000 (NMCI) (O&MN,N)			
600003	R706	ODCs for CLIN 4000 Funding for CLIN 6000 (Travel) (O&MN,N)			
600004	R706	Funding for ODCs in support of CLIN 4000 (O&MN,N)			
6050	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. Increased services Base (OTHER) Option	1.0	LO	██████████

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6100	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs Option 1 (OTHER)	1.0	LO	
610001	R706	Funding in support of CLIN 6100 (OTHER)			
610002	R706	Funding in support of CLIN 6100 (OTHER)			
610003	R706	Funding in support of CLIN 6100 (OTHER)			
610004	R706	Funding in support of CLIN 6100 (OTHER)			
6150	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. Increase services option 1 (OTHER) Option	1.0	LO	
6200	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs option 2 (OTHER)	1.0	LO	
620001	R706	Funding in support of CLIN 6200 (OTHER)			
620002	R706	Funding in support of CLIN 6200 (OTHER)			
6250	R706	Undergraduate Flight Training System Logistics/Mainten	1.0	LO	

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ance Program
Support Other
Direct Costs.
Increase services
option 2 (OTHER)
Option

6300 R706 Undergraduate 1.0 LO [REDACTED]
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
option 3 (OTHER)

630001 R706 Funding in
support of CLIN
6300 (OTHER)

630002 R706 Funding in
support of CLIN
6300 (OTHER)

6350 R706 Undergraduate 1.0 LO [REDACTED]
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
Increase services
option 3 (OTHER)
Option

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - option 4 (OTHER) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7450	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Increase	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

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services - option
4 (OTHER)
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
9400	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. option 4 (OTHER) Option	1.0	LO	██████████
9450	R706	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. Increase services option 4 (OTHER) Option	1.0	LO	██████████

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

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

The exercise of option CLINs 7000- 9999 are contingent upon the awardees maintaining an active Seaport-e contract.

All CLINs are Cost Plus Fixed Fee or Cost Reimbursable to include travel, materials and NMCI.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Naval Undergraduate Flight Training Systems Performance Based SOW (Updated in Mod 17)

1.0 Introduction and Background. Program Management Air (PMA)-273 is the Naval Undergraduate Flight Training Systems Program Office. The mission of PMA-273 is to procure products and services to meet Naval Aviation's Undergraduate Flight Training requirements as defined by the Chief of Naval Air Training (CNATRA). PMA-273's charge includes responsibility for the logistic and sustainment requirements for those product and services. The following training systems are under PMA-273's area of responsibility: T-45TS, T-2, T-6, T-34, T39, T-44, TH-57 and TC-12. The acquisition of Contractor Support Services (CSS) is an integral part of accomplishing PMA-273's missions. CSS efforts address the many administrative, engineering, logistic, and training support services necessary to meet the Customer's needs. This Performance Work Statement (PWS) includes those essential CSS required to support the PMA-273 Logistics Team.

2.0 Scope. This is a Performance-Based Task Order. There are multiple aircraft platforms and aircraft training system Integrated Product Teams (IPTs) that are supported by this contract. They are the T-45TS, T-44, TC-12 and T-6.

3.0 Applicable directives. None.

4.0 Requirements. All tasks performed shall be in compliance with Federal Acquisition Regulations (FAR) Part 7.5. PMA-273 functions in a Microsoft Office environment; therefore capability with Office products is requisite. Minimum Microsoft Office version 2003. Where applicable, the Navy's Enterprise Resource Planning (ERP) accounting system shall be utilized in the performance of this PWS. The contractor shall perform the following tasks:

4.1 Integrated Logistics Management Support

4.1.1 Participate in meetings as required.

4.1.2 Provide source data in a draft format and update acquisition and logistics documents, including, but not limited to: Acquisition Logistics Support Plans, Integrated Logistics Support Plans, Configuration Management Plans, Post Production Support Plans, and Demilitarization Plans.

4.1.3 Provide recommendations for the development of supportability analyses, Statements of Work (SOW), Statements of Objective (SOO), Performance Work Statements (PWS), and Performance Based Supportability Specifications for new and modification programs.

4.1.4 Analyze Contractor Logistics Support (CLS) contractor's budget submittal.

4.1.5 Perform technical evaluations of the CLS and Production contractors' proposals to modify existing contracts and engineering change proposals.

4.1.6 Provide inputs for logistics data calls.

4.1.7 Develop and prepare Logistics briefings for all required meetings and draft and finalize minutes for distribution.

4.1.8 Use GOSTRACK (T45TS) or an approved tracking system to add/update action chits/action items generated at all ILS meetings.

4.1.9 Conduct analyses of Support Equipment Recommendation Data (SERD) and track all recommendations.

4.1.10 Review excess equipment lists for applicability to the Naval Undergraduate Flight Training Systems platforms.

4.1.11 Maintain the Navy approved spares model (Aviation Readiness Relate to Ownership of Weapons

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Replaceable Spares).

4.1.12 Conduct logistics impact assessments of new technology programs that may be utilized in support of PMA-273.

4.1.13 Analyze identified logistics risks and make recommendations in support of logistics risk management. Provide recommendations for timely ILS program implementation and support.

4.1.14 Utilize the NAVAIR Logistics Tools, Naval Aviation Logistics Data Analysis (NALDA), Government On Line Database (GOLD), GOSNET, Crystal Reports, Deckplate and Livelink, as needed to:

- a) Identify and document reliability system problems,
- b) Develop alternative support solutions,
- c) Identify and evaluate consumables that have potential for repair,
- d) Identify and evaluate repairables that have potential for reduction in turnaround time,
- e) Prepare Readiness, Supportability and Affordability analysis as required.

4.1.15 Update and maintain the Logistics Project Tracker as required.

4.1.16 Generate and track Procurement Initiation Documents (PIDs) and funding documents for the Contract Depot Field Team (CDFT), Intermediate Maintenance Program (IMP), Strip & Paint (S&P) and In-Service Repair (ISR) efforts.

4.1.17 Participate in the weekly Logistics Conference Call with all stakeholders.

4.1.18 Disseminate all Training Air Wing Daily Status Reports and Engine Availability Daily Status Reports.

4.1.19 Analyze the information submitted for determining the planning, coordination and cost of aircraft Crash Damage Repairs

4.1.20 Maintain metric charts, including, but not limited to, Ready for Training (RFT), Sortie Completion Rate (SCR), Flight Hour and aircraft mission capability charts.

4.1.21 Retrieve and provide analysis of data from the Aircraft Engine Management System (AEMS). Analysis shall include but not be limited to reliability and readiness status, history and forecasts.

4.1.22 Provide inputs and support in the development of the Occupational Safety Improvement Program (OSIP) for new and existing aircraft modifications.

4.1.23 Provide detailed logistics analysis of Contract Data Requirement List (CDRL) deliverables for the Contractor Logistics Support (CLS), the Power By the Hour and the Production contracts.

4.1.24 Provide administrative support for the coordination of the annual T45TS Fleet Support Team meeting.

4.2 Analysis Maintenance Planning & Development

4.2.1 Conduct detailed analysis of Reliability Centered Maintenance (RCM) data.

4.2.2 Maintain and update Navy Reliability Centered Maintenance/Integrated Reliability-Centered Maintenance System (RCM/IRCMS) database.

4.2.3 Maintain the Optimized Organizational Maintenance Activity (OOMA) Baseline and serve as the Baseline manager for training Aircraft where required.

4.2.4 Analyze Maintenance and logistics cost databases and provide assessments of logistics support cost, schedules, and availability.

4.2.5 Review Logistics Support (LS) Analysis Records and Level of Repair Analysis (LORA) to make

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recommendations for inclusion in the maintenance plan.

4.2.6 Review Source, Maintenance & Recoverability (SM&R) codes and make recommendations for proposed SM&R code changes.

4.2.7 Utilize the Configuration Management Information Systems (CMIS) as required.

4.2.8 Participate in site activations and prepare site activation support plans as required.

4.2.9 Conduct site evaluations and prepare site evaluation reports as required.

4.3 Configuration Management Support

4.3.1 Provide Configuration Management (CM) expertise in support of maintaining the Navy's approved Configuration Management plan for the Naval Undergraduate Flight Training Systems.

4.3.2 Perform logistics impact assessments and analyses of Pre Planned Product Improvements, Engineering Change Proposals (ECP), Engineering Investigation (EI) Requests, Quality Deficiency Reports (QDR), Technical Publication Deficiency Reports (TPDR), Bulletins, AGE Bulletins, Technical Directives, Statements of Work, and other engineering and logistics products and documents in support of the PMA-273. Provide detailed independent analyses to ensure the attainment of operational, maintenance and logistics objectives. Implement and maintain a system for tracking proposed changes to all documents after review. Perform comparative engineering assessments and cost analyses of proposed changes for impacts on operational and field services. Develop a basis for estimating the costs of proposed changes including installation costs and schedules.

4.3.3 Maintain a repository, such as the TDSA, of all Configuration Management changes, documentation, technical directives and correspondence.

4.3.4 Review and analyze requests for deviations and waivers

4.3.5 Prepare administrative Configuration Control Board packages for the Naval Undergraduate Flight Training Systems Configuration Manager.

4.3.6 Develop and maintain a tracking chart for all Engineering Changes and associated Technical Directives. Coordinate the review of all technical directives and review for compliance with NAVAIR 00-25-300. The contractor shall analyze and evaluate proposed Rapid Action Minor Engineering Changes (RAMECs) and other configuration change documents.

4.3.7 Conduct a weekly TD/Modification Status meeting with the prime contractor, Fleet Support Team, CLS, and any other contractor or Government representative in attendance.

4.3.8 Review all proposed Time Compliance Technical Orders (TCTOs) and Technical Directives for

Naval Undergraduate Flight Training Systems.

4.4 Supportability Analysis

4.4.1 Provide simulation and modeling support for Readiness Based Sparing and Provisioning models.

4.4.2 Recommendations for developing and maintaining comprehensive affordable readiness plans.

4.4.3 Conduct analysis of contractor prepared support plans to ensure maintenance and logistics support requirements are adequately planned.

4.4.4 Analyze engine spares usage histories to adjust scheduled inspection intervals or change scope determined by analysis of maintenance data, maintenance strategies and avionics upgrades.

5.0 Place of Performance: The contractor shall perform at Patuxent River, MD; Cherry Pt, NC; NAS Kingsville, TX; and Wright Patterson AFB OH and the contractor's facility as estimated below:

Patuxent River, Cherry Point, Kingsville, Wright Patterson

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	MD	NC	TX	AFB
% Of Contractor Effort	63%	15%	15%	7%
% Contractor On-site	40%	0%	50%	100%
% Contractor Off-site	60%	100%	50%	0%

6.0 Deliverables

A001 Status Report Monthly

A002 Funds and Expenditure Reports Monthly

A003 Incurred Cost and Progress Reporting (Added in Mod 15)

"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 A003, and contract Attachment (3). (Added in Mod 16)

7.0 Required annual travel for this effort is estimated to consist of the following locations, trips, persons, days:

FROM	TO	# of Personnel	Trips	Days
Contractors Site	Corpus Christi TX	4	1	4
Contractors Site	Kingsville TX	2	4	4
Contractors Site	Indianapolis IN	1	2	4
Contractors Site	Corpus Christi TX	2	2	4
Contractors Site	Jacksonville FL	2	2	4

Travel may be required to other locations depending on program needs.

All travel expenses shall be authorized by the TOM, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the contractor. Travel shall be reimbursed at cost in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR) found at <http://dodtravelregs.hqda.pentagon.mil/>.

8.0 Security and Government Base Access:

8.1 No Operation Security (OPSEC) Plan shall be required nor security classification level.

8.2 Access to classified documents is not required, but access by contractor personnel on this contract is required for the following sites: NAS Patuxent River, MD; Cherry Pt, NC; NAS Kingsville, TX; and Wright Patterson AFB OH. Base access shall be arranged through the Government Task Order Manager (TOM). The TOM shall have the responsibility to coordinate and provide a complete authorized Contractor Base Access Request Form for access to any government installation.

8.3 Visit requests shall be the need to know basis certified by the TOM. Visit request to military and government installations for classified or unclassified visits from subcontractors shall be sent via the prime contractor who will certify the need to know basis.

8.4 Information Technology Security Reporting. It is imperative that the Government maintain thorough visibility of personnel accessing Government systems while performing under this contract. Therefore, the contractor shall provide an Information Technology Personnel Security as per clause 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 2009). (See Para 12 below)

9.0 Period of Performance: This delivery order will be for a base period of one year with four 12 month option periods. If the overall contract is extended, the government reserves the right to extend beyond the last

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option period as allowable.

10.0 NMCI Connectivity

10.1 Contractor shall have Government Public Key Infrastructure (PKI) Certificates upon award of contract execution. The contractor shall have NMCI computer resources connectivity in accordance with DFARS 5252.237-9503. The contractor shall possess NMCI connectivity from the start of award period for all personnel requiring access to FET Microsoft SharePoint portal and the SAAR database located at Dahlgren, VA.

10.2 Any tools developed that shall be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations shall be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort shall be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

10.3 The Government currently allocates seven (7) NMCI seats across the various aircraft platforms. The government expects the contractor to utilize Navy and PMA 273 approved data information systems.

ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract# N00024-00-D-6000, clause 5.2 "Ordering".

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee."

11.0 Performance Metrics:

11.1 This requirement is a performance based work statement and shall be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) and Performance Based Metrics standards included in Attachment 1 and in the Contractor Performance Assessment Reporting System (CPARS).

12.0 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

(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.

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

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

13.0 Key Personnel

(a) The offeror agrees to propose key personnel assigned to this contract. No substitutions shall be made except in accordance clause H-7 in the basic contract and as follows:

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(e) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

13.1 Key Personnel

The Contractor shall provide individuals and experience and expertise commensurate with the technical requirements of this contract. Key personnel must be available for full-time assignment to this contract at contract award. Those considered to be key personnel shall be specified in Attachment P1 "Workforce Qualifications". The experience of personnel proposed must be equal to (or exceed) the level specified elsewhere in this contract.

STATEMENT OF WORK ADDENDUM (Added in Mod 17)

(a) Notwithstanding any other provision of this contract, in the event that the Government reduces operations pursuant to a furlough of civilian employees of the Department of Defense, the level of effort for this contract or task order established in "SEA 5252.216-9122 Level of Effort (Dec 2000) as changed as a result of 2008 Rolling Admissions" shall be reduced for the tenure of the civilian furlough. The level of effort for this contract or task order during the civilian furlough period shall be expended at an average rate of 346 work-hours hours per week.

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

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

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SECTION D PACKAGING AND MARKING

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

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

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

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic contract.

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.

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: John Sadler

Activity: PMA 273 Code 6.6.2.9.

Address: Bldg. 3258, 22581 Saufley Road, Patuxent River, MD 20670

Phone: (301) 757-5167

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/1/2010 - 7/31/2011
4100	8/1/2011 - 7/31/2012
4200	8/1/2012 - 7/31/2013
4300	8/1/2013 - 7/31/2014
6000	8/1/2010 - 7/31/2011
6100	8/1/2011 - 7/31/2012
6200	8/1/2012 - 7/31/2013
6300	8/1/2013 - 7/31/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/1/2010 - 7/31/2011
6000	8/1/2010 - 7/31/2011

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

4050	8/1/2010 - 7/31/2011
4100	8/1/2011 - 7/31/2012
4150	8/1/2011 - 7/31/2012
4200	8/1/2012 - 7/31/2013
4250	8/1/2012 - 7/31/2013
4300	8/1/2013 - 7/31/2014
4350	8/1/2013 - 7/31/2014
6050	8/1/2010 - 7/31/2011
6100	8/1/2011 - 7/31/2012
6150	8/1/2011 - 7/31/2012
6200	8/1/2012 - 7/31/2013
6250	8/1/2012 - 7/31/2013
6300	8/1/2013 - 7/31/2014
6350	8/1/2013 - 7/31/2014
7400	8/1/2014 - 7/31/2015
7450	8/1/2014 - 7/31/2015
9400	8/1/2014 - 7/31/2015
9450	8/1/2014 - 7/31/2015

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The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

Services to be performed hereunder will be provided at the following locations:

	Patuxent River	Cherry Point
% Of Contract Effort	63%	15%
% Contractor on-site	40%	0%
% Contractor off-site	60%	100%

	Wright Patterson AFB	NAS Kingsville TX
% Of Contract Effort	15%	7%
% Contractor on-site	50%	100%
% Contractor off-site	50%	0%

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

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

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

- (1) PCO, Code 2,5,1,6,
- (2) ACO, Code S5111A.

(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

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receipt of notice of rejection.

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

PCO: 2.5.1.6.
21983 Bundy Rd, Unit 7 Bldg # 441
Patuxent River, MD 20670

ACO:
See Block 6 of DD Form 1155

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SECTION G CONTRACT ADMINISTRATION DATA

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

Task Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

5252.201-9501 Designation of Contracting Officer's Representative (COR) (NAVAIR) (JAN 2012) (Added in Mod 21)

(a) The Contracting Officer has designated/appointed:

John E. Jordan, Code 6.6.2.9
Bldg. 3258, Suite 2
22581 Saufley Rd.
Patuxent River, MD 20670
Tel: (301) 757-8534
Email: john.e.jordan@navy.mil

As the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

- 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.

The effective period of the COR designation/appointment is: 24 September 2013 through 31 July 2015 .

Task Order G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (Updated in Mod 22)

ALTERNATE I (NAVAIR) (MAY 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

Awd/Mod#	ACRN	SLIN	Amount
Award	AA	400001	\$ [REDACTED]

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Award	AA	600001	\$ [REDACTED]
Award	AA	600002	\$ [REDACTED]
Award	AA	600003	\$ [REDACTED]
Mod 01	AA	400002	\$ [REDACTED]
Mod 04	AB	400003	\$ [REDACTED]
Mod 04	AB	600004	\$ [REDACTED]
Mod 05	AB	410001	\$ [REDACTED]
Mod 05	AB	610001	\$ [REDACTED]
Mod 06	AC	410002	\$ [REDACTED]
Mod 06	AD	410003	\$ [REDACTED]
Mod 06	AE	410004	\$ [REDACTED]
Mod 06	AF	410005	\$ [REDACTED]
Mod 06	AG	410006	\$ [REDACTED]
Mod 06	AH	410007	\$ [REDACTED]
Mod 06	AD	410008	\$ [REDACTED]
Mod 06	AE	610002	\$ [REDACTED]
Mod 06	AE	610003	\$ [REDACTED]
Mod 07	AJ	410009	\$ [REDACTED]
Mod 08	AK	410010	\$ [REDACTED]
Mod 10	AK	410010	\$ [REDACTED]
Mod 12	AL	410011	\$ [REDACTED]
Mod 13	AL	410011	\$ [REDACTED]
Mod 13	AL	610004	\$ [REDACTED]
Mod 14	AM	420001	\$ [REDACTED]
Mod 14	AM	620001	\$ [REDACTED]
Mod 15	AN	420002	\$ [REDACTED]
Mod 15	AP	420003	\$ [REDACTED]
Mod 15	AP	620002	\$ [REDACTED]
Mod 18	AQ	430001	\$ [REDACTED]
Mod 19	AR	430002	\$ [REDACTED] 0
Mod 19	AR	630001	\$ [REDACTED]
Mod 20	AQ	430003	\$ [REDACTED]
Mod 20	AQ	630002	\$ [REDACTED]
Mod 21	AR	430004	\$ [REDACTED]
Mod 22	AS	430005	\$ [REDACTED]
Mod 22	AT	430006	\$ [REDACTED]
Mod 22	AU	430007	\$ [REDACTED]
Total:			\$ [REDACTED]

(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

Update Section G Contract Administration Data Clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) as follows:

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) (Updated in Mod 22)

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(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 funds will cover are as follows:

Option III	Allotted to Cost	Allotted to Fee	Total	Period of Performance
CLIN 4300 (Labor) -Mod 18	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
CLIN 4300 (Labor) -Mod 19	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
CLIN 4300 (Labor)-Mod 20	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
CLIN 4300 (Labor)-Mod 21	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
CLIN 4300 (Labor)-Mod 22	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
Total CLIN 4300	\$ ██████████	█ ██████████	█ ██████████	
CLIN 6300 (ODCs)-Mod 19	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
CLIN 6300 (ODCs)-Mod 20	\$ ██████████	█ ██████████	█ ██████████	1 Aug 2013-31 Jul 2014
Total CLIN 6300	\$ ██████████	█ ██████████	█ ██████████	
Option III Total Funding	\$ ██████████	█ ██████████	█ ██████████	

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

(c) CLINs/SLINs N/A 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 ██████████. The following details funding to date:

(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

Mod 22 Update

Option Year III:	

CLIN 4300-Total CPEFF Value:	\$ [REDACTED]
CLIN 4300-Funds applied Mod 22:	\$ [REDACTED]
CLIN 4300-Funds Available:	\$ [REDACTED]
CLIN 4300-Balance Unfunded:	\$ [REDACTED]
CLIN 6300-Total CPEFF Value:	\$ [REDACTED]
CLIN 6300-Funds applied Mod 22:	\$ -
CLIN 6300-Funds Available:	\$ [REDACTED]
CLIN 6300-Balance Unfunded:	\$ [REDACTED]
Option Year II:	
CLIN 4200-Total CPEFF Value:	\$ [REDACTED]
CLIN 4200-Funds applied:	\$ -
CLIN 4200-Funds Available:	\$ [REDACTED]
CLIN 4200-Balance Unfunded:	\$ [REDACTED]
CLIN 6200-Total CPEFF Value:	\$ [REDACTED]
CLIN 6200-Funds applied:	\$ -
CLIN 6200-Funds Available:	\$ [REDACTED]
CLIN 6200-Balance Unfunded:	\$ [REDACTED]
Option Year I:	
CLIN 4100-Total CPEFF Value:	\$ [REDACTED]
CLIN 4100-Funds applied:	\$ -
CLIN 4100-Funds Available:	\$ [REDACTED]
CLIN 4100-Balance Unfunded:	\$ [REDACTED]
CLIN 6100-Total CPEFF Value:	\$ [REDACTED]
CLIN 6100-Funds applied:	\$ -
CLIN 6100-Funds Available:	\$ [REDACTED]
CLIN 6100-Balance Unfunded:	\$ [REDACTED]
Base Year:	
CLIN 4000-Total CPEFF Value:	\$ [REDACTED]
CLIN 4000-Funds applied:	\$ -
CLIN 4000-Funds Available:	\$ [REDACTED]
CLIN 4000-Balance Unfunded:	\$ [REDACTED]
CLIN 6000-Total CPEFF Value:	\$ [REDACTED]
CLIN 6000-Funds applied:	\$ -
CLIN 6000-Funds Available:	\$ [REDACTED]
CLIN 6000-Balance Unfunded:	\$ [REDACTED]

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Total Funds Available: ██████████

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions (Updated in Mod 18)

(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 Base Year -23,040 man-hours; Option I-23,040 man-hours; Option II-23,040, **Option III-23,040** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 433 hours per week **per** each Base Year, Option I, and Option II, **Option III**. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by 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

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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 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.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (SEP 2012) (Added in Mod 21)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
[Insert function from FAR 42.302(a) or DFARS 242.302(a)]	[Insert PCO, COR, Requiring Activity, or TPOC for each function.]
31, 38	COR

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(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
[Insert function from FAR 42.302(b) or other function identified as necessary for administration of the contract.]	[Insert "See the ADMINISTERED BY Block on the face page of the contract, modification or order," PCO, COR, Requiring Activity, or TPOC for each function.]
N/A	N/A

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

Task Order G-3 TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005) (Deleted in Mod 21)

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

Name: John Sadler

Code: 6.6.2.9

E-mail: john.s.sadler@navy.mil

Mailing Address: PMA 273, Bldg. 3258, RM 115, 22581 Saufley Road, Patuxent River, MD 20670

Telephone: (301) 757-5167

Commercial: N/A

DSN: N/A

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

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

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

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

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

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

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

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

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

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

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

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

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

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

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA)(JAN 2008) (Updated in Mod 21)

(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 <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)

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Issue DODAAC	N00421
Admin DODAAC	S5111A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N/A
Service Acceptor DODAAC	N00421
Service Approver DODAAC	N00421
Ship To DODAAC	N00421
DCAA Auditor DODAAC	HAA47B
LPO DODAAC	N00178
Inspection Location	Patuxent River, MD
Acceptance Location	Patuxent River, MD

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: john.e.jordan@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, or “fixed fee” in “cost-plus-fixed-fee type contracts for level of effort type contracts.

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

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contract.

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

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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

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

Accounting Data

SLINID	PR Number	Amount
400001	1300169277	[REDACTED]
LLA :		
AA 1701804 4A4N 252 00019 0 050120 2D 000000		
Standard Number: N/A		
ACRN: AA		
CIN: 130016927700002		
Cost Code: A00000516434		
600001	1300169277	[REDACTED]
LLA :		
AA 1701804 4A4N 252 00019 0 050120 2D 000000		
Standard Number: N/A		
ACRN: AA		
CIN:130016927700004		
COST CODE: A00000516434		
600002	1300169277	[REDACTED]
LLA :		
AA 1701804 4A4N 252 00019 0 050120 2D 000000		
Standard Number: N/A		
ACRN: AA		
COST CODE: A00000516434		
CIN 130016927700005: [REDACTED]		
600003	1300169277	[REDACTED]
LLA :		
AA 1701804 4A4N 252 00019 0 050120 2D 000000		
Standard Number: N/A		
ACRN: AA		
COST CODE: A00000516434		
CIN 130016927700006: [REDACTED]		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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400002 1300169277-0001 [REDACTED]
 LLA :
 AA 1701804 4A4N 252 00019 0 050120 2D 000000
 Standard Number: N/A
 Cost Code: A00000516434
 ACRN: AA
 CIN: 130016927700007

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

400003 1300207481 [REDACTED]
 LLA :
 AB 1711506 Y5CH 252 00019 0 050120 2D 000000 A00000766919
 Standard Number: n/a
 CIN#: 130020748100001

600004 1300207481-0001 [REDACTED]
 LLA :
 AB 1711506 Y5CH 252 00019 0 050120 2D 000000 A00000766919
 Standard Number: N/A
 CIN# 130020748100002

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

410001 1300207481-0002 [REDACTED]
 LLA :
 AB 1711506 Y5CH 252 00019 0 050120 2D 000000 A00000766919
 Standard Number: n/a
 CIN#130020748100004

610001 1300207481-0002 [REDACTED]
 LLA :
 AB 1711506 Y5CH 252 00019 0 050120 2D 000000 A00000766919
 Standard Number: n/a
 CIN#130020748100003

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

410002 1300216689 [REDACTED]
 LLA :
 AC 1711804 4A4N 251 00019 0 050120 2D 000000 A00000819085
 Standard Number: n/a
 CIN: 130021668900001

410003 1300216689-0001 [REDACTED]
 LLA :
 AD 1711804 4A4N 251 00019 0 050120 2D 000000 A30000819085
 Standard Number: n/a
 CIN: 130021668900002

410004 1300216689-0001 [REDACTED]
 LLA :
 AE 1711804 4A4N 251 00019 0 050120 2D 000000 A10000819085
 Standard Number: n/a

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CIN:130021668900003

410005 1300216689-0001 [REDACTED]
 LLA :
 AF 1711804 4A4N 251 00019 0 050120 2D 000000 A20000819085
 Standard Number: n/a
 CIN:130021668900004

410006 1300216689-0001 [REDACTED]
 LLA :
 AG 17110804 4A4N 251 00019 0 050120 2D 000000 A40000819085
 Standard Number: N/A
 CIN#: 130021668900006

410007 1300216689-0001 [REDACTED]
 LLA :
 AH 1711804 4A4N 251 00019 0 050120 2D 000000 A50000819085
 Standard Number: N/A
 CIN#: 130021668900007

410008 1300216689-0001 [REDACTED]
 LLA :
 AD 1711804 4A4N 251 00019 0 050120 2D 000000 A30000819085
 Standard Number: N/A
 CIN#: 130021668900008

610002 1300216689-0001 [REDACTED]
 LLA :
 AE 1711804 4A4N 251 00019 0 050120 2D 000000 A10000819085
 Standard Number: n/a
 CIN: 130021668900005

610003 1300216689-0001 [REDACTED]
 LLA :
 AE 1711804 4A4N 251 00019 0 050120 2D 000000 A10000819085
 Standard Number: N/A
 CIN#: 130021668900009

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

410009 1300207481-0003 [REDACTED]
 LLA :
 AJ 1721506 Y5CH 252 00019 0 050120 2D 000000 A00000766919
 Standard Number: N/A
 CIN#: 130020748100005

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

410010 1300247340 [REDACTED]
 LLA :
 AK 1721804 4A4N 252 00019 0 050120 2D 000000 Cost Code: A00001038977
 Standard Number: N/A
 CIN: 130024734000001

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

410010 1300247340 [REDACTED]

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LLA :
AK 1721804 4A4N 252 00019 0 050120 2D 000000 Cost Code: A00001038977
Standard Number: N/A
CIN: 130024734000001

MOD 10 Funding [REDACTED]
Cumulative Funding 2310791.13

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

410011 1300247340 [REDACTED]
LLA :
AL 1721804 4A4N 252 00019 0 050120 2D 000000 A00001038977
Standard Number: n/a
CIN#: 130024734000002

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

410011 1300247340 [REDACTED]
LLA :
AL 1721804 4A4N 252 00019 0 050120 2D 000000 A00001038977
Standard Number: n/a
CIN#: 130024734000002

610004 1300247340-0002 [REDACTED]
LLA :
AL 1721804 4A4N 252 00019 0 050120 2D 000000 A00001038977
Standard Number: N/A
CIN#: 130024734000006

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

420001 1300285726 [REDACTED]
LLA :
AM 1721804 4A4N 252 00019 0 050120 2D 000000 A10001293966
Standard Number: n/a
CIN#: 130028572600002

620001 1300285726 [REDACTED]
LLA :
AM 1721804 4A4N 252 00019 0 050120 2D 000000 A10001293966
Standard Number: n/a
CIN#: 130028572600002

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

420002 1300311363 [REDACTED]
LLA :
AN 1731506 Y3AT 251 00019 0 050120 2D 000000 A00001461717
Standard Number: N/A
CIN#: 130031136300001

420003 1300311363 [REDACTED]
LLA :
AP 1731506 Y5CH 252 00019 0 050120 2D 000000 A100001461717
Standard Number: N/A

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CIN#: 130031136300002

620002 1300311363 [REDACTED]
 LLA :
 AP 1731506 Y5CH 252 00019 0 050120 2D 000000 A10001461717
 Standard Number: N/A
 CIN#: 130031136300002

MOD 15 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 16 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 17 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 18

430001 1300365391 [REDACTED]
 LLA :
 AQ 1731804 4A4N 252 00019 0 050120 2D 000000 A00001821839
 Standard Number: n/a
 CIN#: 130036539100001

MOD 18 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 19

430002 1300367563 [REDACTED]
 LLA :
 AR 1731506 Y5CH 252 00019 0 050120 2D 000000 A00001834301
 Standard Number: n/a
 CIN#: 130036756300002

630001 1300367563 [REDACTED]
 LLA :
 AR 1731506 Y5CH 252 00019 0 050120 2D 000000 A00001834301
 Standard Number: n/a
 CIN#: 130036756300002

MOD 19 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 20

430003 1300365391-0001 [REDACTED]
 LLA :
 AQ 1731804 4A4N 252 00019 0 050120 2D 000000 A00001821839
 Standard Number: n/a
 CIN#: 130036539100002

630002 1300365391-0001 [REDACTED]
 LLA :
 AQ 1731804 4A4N 252 00019 0 050120 2D 000000 A00001821839
 Standard Number: n/a
 CIN#:130036539100002

MOD 20 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 21

430004 1300367563-0001 [REDACTED]
 LLA :
 AR 1731506 Y5CH 252 00019 0 050120 2D 000000 A00001834301
 Standard Number: n/a

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CIN#: 130036756300003

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22

430005 1300388029 [REDACTED]
LLA :
AS 1741804 4A4N 252 00019 0 050120 2D 000000 A30002007381
Standard Number: n/a
CIN#: 130038802900004

430006 1300388029 [REDACTED]
LLA :
AT 1741804 4A4N 252 00019 0 050120 2D 000000 A40002007381
Standard Number: n/a
CIN#: 130038802900005

430007 1300388029 [REDACTED]
LLA :
AU 1741804 4A4N 252 00019 0 050120 2D 000000 A50002007381
Standard Number: n/a
CIN#: 130038802900006

MOD 22 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

Task Order H-1 OPTION FOR INCREASED SERVICES

- (a) The task order includes an option per period of performance for an increase in services not to exceed 10% (ten percent) within the period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.
- (b) The use of this option does not provide an extension to the length of time for period of performance.
- (c) The Government may exercise an option for increased services within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased services within the period of performance may be accomplished at anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased services within the period of performance at least 7 days before the exercise of the option.
- (e) At the time of the exercise of the option for increase services within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure.

Task Order H-2 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (May 2004)

- (a) Definition. "Service-disabled veteran-owned small business concern"— (1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for— (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled

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veteran-owned small business concerns; (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if— (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement; (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation. (4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

5252.209-9510 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 Attachment [N/A]. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

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

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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

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

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

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform 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

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the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

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

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

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

(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.

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

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor

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

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

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

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

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

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

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

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

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

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will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

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

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

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

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

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

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

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

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

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the 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.

5252.242-9519 INCURRED COST REPORTING AND PROGRESS REPORTING (NAVAIR) (AUG 2012) (Added in Mod 15)

The following applies to the prime and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract **CDRL A003 (Revised in Mod 16)**. 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 **CDRL A003 (Revised in Mod 16)** and the requirements of this clause. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. For each element, the report shall include a cost summary for the period covered by the invoice as well as an overall cumulative cost summary to date. The total of all elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". Supporting documentation, required herein, for each element shall be included as an attachment to the report.

(a) Elements of Cost:

(1) Labor: For the invoice period, the contractor shall report all labor hours expended, by labor category; the number of employees by category, i.e., Full Time Equivalents (FTEs); and the associated fully burdened labor rate. The reported labor categories must match those outlined in the applicable level of effort clause located in section B of the contract. If a labor category includes an individual whose FTE fully burdened labor rate exceeds [REDACTED] the individual labor category and specific rate be separately identified. Otherwise, the report shall include the following: " By employee, there is no individual whose FTE fully burdened labor rates exceeds [REDACTED] " Additional information regarding employee, employee name, etc., shall be provided upon request.

(2) Other Direct Costs (ODCs), including Travel and Material: For the invoice period, an itemized listing of other direct charges, including travel and material, shall be included. For material greater than [REDACTED], the invoice number, date, total amount, company, purchase order number, and destination, purpose and total costs shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than [REDACTED] supplemental data shall be provided upon request.

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(3) Other Charges, Indirect Charges and Fee: For the invoice period, a listing of applicable other changes, indirect charges and fee shall be outlined. Other charges are defined as charges not included in any other element listed herein. If a subcontractor pass through rate is applicable, the rate shall be separately identified. The report shall also include the following statements regarding ODCs and Labor: No fee has been applied to OCD's, 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 reporting period by labor category shall be included. As listing of: deliverables completed and delivered, problem areas encountered and impacts of cost, technical and schedule shall be identified.

End of Clause

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: AIR 2.5.1.6, 21983 Bundy Rd, Patuxent River, MD 20670, Phone (301) 757 9719.

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SECTION I CONTRACT CLAUSES

Contract Clauses in Section I in the Contractor's Basic SeaPort-E IDIQ is incorporated in this task order by reference.

52.217-9 Option to Extend the Term of the Contract (MAR 200).

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 years.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to Patuxent River, MD; Cherry Point, NC; Kingsville, TX; and Wright Patterson AFB. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [PMA 273, 22581 Saufley Rd., Patuxent River, MD 20670]. All losses are to have the permanent badges returned to [PMA 273, 22581 Saufley Rd., Patuxent River, MD 20670] on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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SECTION J LIST OF ATTACHMENTS

Section J- List of Attachments

Section J-List of Attachments is updated to add Exhibit A, DD Form 1423, Contract Data Requirement List (CDRL) A003. (Updated in Mod 15)

Exhibit A , DD Form 1423 CDRL's

Attachment 1 QASP

Attachment 2 Base Locator Form

Attachment 3 Incurred Cost Report (**Added in Mod 16**)