

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
B7

3. EFFECTIVE DATE
12-Sep-2017

4. REQUISITION/PURCHASE REQ. NO.
1300610179-0001

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

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

N00421

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

S2404A
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Harris Corporation
12975 Worldgate Drive, Suite 700
Herndon VA 20170

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4395-M801

10B. DATED (SEE ITEM 13)

01-Jun-2010

CAGE CODE
9M715

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/ (Signature of Contracting Officer)

26-Sep-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

GENERAL INFORMATION

The purpose of this modification is to:

1. [REDACTED]
[REDACTED]

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:

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Item PSC Supplies/Services Qty Unit Est. Cost

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Item PSC Supplies/Services Qty Unit Est. Cost

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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- Item 4100 is cost type
- Item 4101 is cost type
- Item 4140 is cost type
- Item 4150 is cost type
- Item 4200 is cost type
- Item 4201 is cost type
- Item 4240 is cost type
- Item 4300 is cost type
- Item 4301 is cost type
- Item 4340 is cost type
- Item 4400 is cost type
- Item 4401 is cost type
- Item 4440 is cost type
- Item 4500 is cost type
- Item 4501 is cost type
- Item 4540 is cost type
- Item 6100 is cost only
- Item 6101 is cost only
- Item 6200 is cost only
- Item 6201 is cost only
- Item 6300 is cost only
- Item 6301 is cost only
- Item 6400 is cost only
- Item 6401 is cost only
- Item 6500 is cost only
- Item 6501 is cost only

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK

Program Management, Engineering and Technical Support Services

for

Propulsion and Power Department (AIR-4.4)

1.0 SCOPE

This Performance Based Statement of Work (PBSOW) sets forth the requirements for the Contractor to provide program management, engineering and technical support services for the Propulsion and Power Department (AIR-4.4).

1.1 BACKGROUND

AIR-4.4 is the lead activity for research, systems engineering and integration, engineering analysis and evaluation, test and evaluation and in-service engineering support of naval air propulsion and power systems, including:

- Air breathing engines (except for ramjets) and engine integration for manned and unmanned aircraft and missiles
- Auxiliary, secondary and emergency power systems
- Helicopter transmissions and drive systems
- Aircraft and engine fuel systems, and ground refueling systems
- Fuel, oil and greases for propulsion system engines, gearboxes, propellers and transmissions
- Propulsion system performance

2.0 RESERVED

3.0 REQUIREMENTS

The following describes the types of efforts (functional areas) to be performed in support of this acquisition. The contractor shall make available personnel to AIR-4.4 at the level of effort set within this contract and shall perform the tasking areas set forth below:

3.1 PROGRAM MANAGEMENT SUPPORT (CPFF CLINs 4100, 4200, 4300, 4400, and 4500)

The contractor shall provide program management and support services to AIR-4.4. Assigned propulsion and power systems include but are not exclusive to the T56, T64, T700, F402, J85, T58, F135, F136, F404 and F414. Typical tasks may include, but are not limited to:

3.1.1 Manage assigned programs to cost, schedule, business, and performance standards. Provide reports to the Task Order Manager (TOM).

3.1.2 Maintain interface with the TOM in order to understand objectives and milestones.

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3.1.3 Provide recommendations on requirements analysis, systems analysis, requirements integration, system development, implementation, training, monitoring, and metrics development for propulsion and power systems. Gather raw data and provide to the government to be input into Fleet Sight model/software for assigned propulsion and power systems to assist in the issuance of metrics.

3.1.4. The contractor shall support AIR-4.4 management initiatives by producing brochures, graphic arts materials, and public advocacy of test capabilities, as part of a team led by government personnel. This shall include support on strategic planning documents, identification and tracking potential business targets, identify and recommend opportunities, develop business and capture plans, identify teaming opportunities and attend customer meetings.

3.1.5 Develop and review process standards in accordance with applicable instructions and guidance documents.

3.1.6 Track projects and budgets; prepare financial reports, and track Contract Data Requirements Lists (CDRLs) deliveries.

3.1.7 Provide typing/word processing services and maintain office files, records and instructions.

3.1.8 Operate a computer including proficiency in the complete Microsoft Office Suite software (i.e. Excel, Powerpoint, Access, Word, and Outlook).

3.2 INTEGRATED PROGRAM TEAM SUPPORT (CPFF CLINs 4100, 4200, 4300, 4400, and 4500)

The contractor shall provide integrated program team support to AIR-4.4. Assigned propulsion and power systems include but are not exclusive to the T56, T64, T700, F402, J85, T58, F135, F136, F404 and F414. Typical tasks may include, but are not limited to:

3.2.1 Review and provide recommendation on detailed design documents to evaluate quality assurance aspects of proposed Naval and Marine Corps aircraft propulsion and power systems installation designs and implementation approaches.

3.2.2 Contribute technical inputs during the development of test plans, methods and procedures for the evaluation of aircraft propulsion and power systems (CDRL A007). Support preparation of test plans for emerging requirements such as alternative fuels testing. Support software audits on the Digital Control Unit (DCU) 460 project.

3.2.3 Monitor and inspect fabrication, assembly and installation process documents, of propulsion and power systems to ensure the process conforms to applicable standards and specifications. Provide recommendations and written notice to the Government if non-compliance with applicable standards and specifications are found.

3.2.4 Monitor, investigate and report adverse trends which may affect development and production of Naval and Marine Corps aircraft propulsion and power systems quality, reliability and basic mission performance specifications. Analyze and assess the adequacy of Original Equipment Manufacturer (OEM) Engineering Program Descriptions (EPDs) to address component obsolescence such as on Full Authority Digital Engine Controls.

3.2.5 Support development of advanced inspection techniques for production, in-service and repair/overhaul quality assurance programs, such as Meandering Wire Magnetometer (MWM).

3.2.6 Conduct technical assessments of advanced technology air breathing propulsion and power components and systems in terms of performance, technical risk, design risk and cost (CDRL A006). Support could include outfitting of engines with non-intrusive stress measurement systems such as

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eddy current probes, light sensors, laser timing probes and data acquisition and analysis for determination of engine component dynamic behavior.

3.2.7 Perform engineering evaluations and provide recommendations of structural data submitted by the OEMs. Analyze advanced component structures, coatings, and cooling schemes and identify promising technologies to pursue. Analyze strain gauge data and determine component stress levels via Goodman Diagrams (CDRL A006).

3.2.8 Provide engineering support and status reports for the development of the propulsion and power systems used in unmanned vehicles such as the Unmanned Combat Air Systems (UCAS) and Unmanned Air Vehicles (UAV) programs (CDRL A007).

3.2.9 Conduct particle analysis of oil debris generated from testing facility components to include weight measurement, Scanning Electron Microscope (SEM) and X-ray diffraction analysis. Support government personnel in producing oil standards, with known amounts of debris, referred to as Atomic Emission Spectrometric Reference Standards.

3.2.10 Provide engineering support and status reports in the areas of propulsion and power design, operational performance, structural integrity, alternate part suitability, failure investigation and analysis, and testing and data analysis (CDRL A007). Provide services such as Laser Vibrometry to measure subtle component dynamic response behaviors and Point Cloud Technique to measure subtle component geometric variability.

3.2.11 Evaluate fuel lubricity and low temperature fuel properties; evaluate and recommend a process for the handling and disposal of contaminated wastewater; and evaluate fuel "freezing" and low temperature viscosity effects on aircraft/engine performance, including recommendations for improvements.

3.2.12 Support the development of the testing methods and protocols for the evaluation and qualification of Alternate Fuel Candidates (CDRL A007). Methods and protocols will focus on ensuring the fuels match the performance and operability characteristics of existing petroleum fuels.

3.2.13 Perform engineering evaluations, inspections and investigations and provide recommendations for defining technical requirements, identifying shortfalls, and monitoring performance of fielded systems related to all Navy helicopter power drive systems and their components, engine mechanical systems and their components and auxiliary power systems and their components.

3.2.14 Provide configuration management support on Engineering Change Proposal (ECP) development and processing for Change Control Board (CCB) approval. Update the ECP tracking/status system. Track active Technical Directives (TDs), source data status for Class I and Class II ECPs, and complete standardized Government forms for Government personnel review and signature.

3.2.15 Provide system safety support for Safety Action Records (SARs), prepare mishap charts, safety assessments, Hazard Reports (HAZREPs), Engineering Investigations (EIs), Hazard Material Reports (HMRs), Foreign Object Damage (FOD) reports, Power Plant Bulletins (PPBs), and flash reports.

3.2.16 Provide engineering troubleshooting support to the Propulsion Systems Evaluation Facility (PSEF) to include investigation and rectification of facility issues, test cell problems, and technical issues with upgrades to facilities and equipment.

3.2.17 Prepare viewgraphs/charts including but not limited to graphic art support, digital graphics, computer aided design, Macromedia and other animation tools.

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3.2.18 Provide conference and workshop coordination and administrative services.

4.0 Increased Capacity for Service Labor (CLINs 4101, 4201, 4301, 4401, 4501)

This CLIN is provided to address an increased level of effort for taskings as shown in paragraph 3.0 above. Refer to Section H, Task Order Clause H-1, Option to Increase Capacity within the Period of Performance.

5.0 Other Direct Costs (ODC) (CLINs 6100, 6200, 6300, 6400, 6500)

ODCs are based on a per annum Not to Exceed (NTE) amount. The Task Order Manager's Representative (TOM) approval shall be obtained prior to the purchase of any ODCs. ODCs may include general and administrative expenses, but shall not include profit.

5.1 Travel

Travel will be provided only when it is essential to the performance of the tasks detailed in the Labor section. Reimbursement for travel performed shall be in accordance with established Joint Travel Regulation rates.

5.2 Navy Marine Corps Intranet (NMCI) requirements

Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable Department of the Navy Information Technology Resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, Clause 5.2 "Ordering."

6.0 Increased Capacity for ODCs (CLINs 6101, 6201, 6301, 6401, 6501)

This CLIN is provided to address an increased level of effort in ODCs as shown in paragraph 5.0 above. Refer to Section H, Task Order Clause H-1, Option to Increase Capacity within the Period of Performance.

7.0 Technical Data (CLINs 4140, 4240, 4340, 4440, 4540)

7.1 Technical data shall be provided as stated in the CDRLs: Monthly Contractor's Progress, Status and Management Report (CDRL A001); Monthly Funds and Work-Hour Expenditure Report (CDRL A002); Scientific and Technical Reports (CDRL A006); and Engineer/Technical Services Accomplishments Reports (A007). A Status Report for Information Technology Personnel Security Information is required for the Contracting Officer Representative (COR) (CDRL A004) and NAVAIR Security (CDRL A005).

7.2 Incurred Cost and Progress Reporting

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR Clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A008 and Task Order Attachment (6).

8.0 Operations Security (OPSEC) (CLIN 4150)

An OPSEC plan will be developed and implemented, upon Government approval, in accordance with CDRL A003. Draft plan is due within 90 days of contract award. Final plan is due 45 days after government review.

Contractor personnel will be subject to a government security investigation and must meet eligibility requirements for access to classified information at the level noted in Attachment 1, DD Form 254.

The contractor shall ensure that any new employees – prior to their starting on the task-have and maintain a DoD Common Access Card (CAC), or be able to obtain the interim equivalent, during

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the period of performance in order to perform the work assigned and access the facilities required to perform the work.

9.0 Performance Metrics

The work shall be performance based. An evaluation and reporting process is provided in the Quality Assurance Surveillance Plan (QASP) provided as an attachment to this task order in Section J.

10.0 Subcontracts/Consultants

Provisions stated herein shall be flowed down to all subcontractors and consultants providing effort under this contract.

11.0 Non-Disclosure Agreements

In the performance of the contract, the contractor may have access to non-public proprietary information. The contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Contracting Officer. The non-disclosure agreement shall acknowledge the contractor and employees' duties with respect to non-public information and promise to comply with those obligations. A copy of the executed non-disclosure agreements shall be provided to the Government.

12.0 Identifications Badges

Contractor Identification (ID) badges will be issued by the Government to on-site contractor personnel. In accordance with NASPAXRIV Instruction 5510.15N, 31 October 2007, identification badges must be displayed at all times. The contractor shall furnish all required information required to facilitate issuance of identification badges and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out contractor personnel unless all media including CAC cards are returned in accordance with instructions identified previously in this paragraph.

13.0 Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone) where contractor personnel are in attendance.

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.

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(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, N/A shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

STATEMENT OF WORK ADDENDUM

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

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

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

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SECTION D PACKAGING AND MARKING

Ship to address, per Block 14 on cover page:



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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4100	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4140	Destination	Government	Destination	Government
4150	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4240	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4301	Destination	Government	Destination	Government
4340	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4401	Destination	Government	Destination	Government
4440	Destination	Government	Destination	Government
4500	Destination	Government	Destination	Government
4501	Destination	Government	Destination	Government
4540	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6101	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6201	Destination	Government	Destination	Government
6300	Destination	Government	Destination	Government
6301	Destination	Government	Destination	Government
6400	Destination	Government	Destination	Government
6401	Destination	Government	Destination	Government
6500	Destination	Government	Destination	Government
6501	Destination	Government	Destination	Government

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR 37.6 Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) provided under Attachment 2.

(b) The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following website:

<http://cpars.navy.mil>

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.

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The attached form will not be used for high cost data such as drawings, specifications, and technical manuals the designated Government representative will provide continuous escort service for the contractor's representative.

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.

██████████ ████████████████████
██████████ ████████████████████
██████████ ████████████████████
██████████ ████████████████████

(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:

4100	6/1/2010 - 5/31/2011
4101	6/1/2010 - 5/31/2011
4140	6/1/2010 - 5/31/2011
4150	6/1/2010 - 5/31/2011
4200	6/1/2011 - 5/31/2012
4201	6/1/2011 - 5/31/2012
4240	6/1/2011 - 5/31/2012
4300	6/1/2012 - 5/31/2013
4400	6/1/2013 - 5/31/2014
4440	6/1/2013 - 5/31/2014
4500	6/1/2014 - 10/31/2017
4540	6/1/2014 - 10/31/2017
6100	6/1/2010 - 5/31/2011
6101	6/1/2010 - 5/31/2011
6200	6/1/2011 - 5/31/2012
6201	6/1/2011 - 5/31/2012
6300	6/1/2012 - 5/31/2013
6400	6/1/2013 - 5/31/2014
6500	6/1/2014 - 10/31/2017
6600	8/19/2016 - 9/30/2016
7500	3/24/2016 - 10/31/2017
7501	3/24/2016 - 10/31/2017

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this effort is for a base period of one (1) year plus four one (1) year optional periods for a total period of performance of five years.

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

4100	6/1/2010 - 5/31/2011
4101	6/1/2010 - 5/31/2011
4140	6/1/2010 - 5/31/2011
4150	6/1/2010 - 5/31/2011
6100	6/1/2010 - 5/31/2011
6101	6/1/2010 - 5/31/2011

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

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4200	6/1/2011 - 5/31/2012
4201	6/1/2011 - 5/31/2012
4240	6/1/2011 - 5/31/2012
4300	6/1/2012 - 5/31/2013
4301	6/1/2012 - 5/31/2013
4340	6/1/2012 - 5/31/2013
4400	6/1/2013 - 5/31/2014
4401	6/1/2013 - 5/31/2014
4440	6/1/2013 - 5/31/2014
4500	6/1/2014 - 10/31/2017
4501	6/1/2014 - 11/30/2015
4540	6/1/2014 - 10/31/2017
6200	6/1/2011 - 5/31/2012
6201	6/1/2011 - 5/31/2012
6300	6/1/2012 - 5/31/2013
6301	6/1/2012 - 5/31/2013
6400	6/1/2013 - 5/31/2014
6401	5/1/2013 - 5/31/2014
6500	6/01/2014 - 10/31/2017
6501	6/1/2014 - 11/30/2015

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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.

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



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) ACO, Code: DCMA Virginia
10500 Battleview Parkway, Suite 200

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Manasas, VA 20109
Attn: Ms. Louis Elswick
Louis.elswick@dcma.mil

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

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

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

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

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

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

[REDACTED]
[REDACTED]
[REDACTED]

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SECTION G CONTRACT ADMINISTRATION DATA

Seaport-e task orders utilize a Task Order Manager (TOM) to act as the Task Ordering Officer/Contracting Officer's representative with regards to interfacing with the contractor and managing the overall task order. TOM's are officially appointed, much the same as a Contracting Officer's Representative (COR). For all intents and purposes the role of a TOM is basically the same as a COR. Therefore, wherever you see the term COR used (i.e. NAVAIR clauses) through this task order, it has the same effect and meaning as the term TOM.

TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

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

[REDACTED]

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter, Attachment 4.

(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.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] 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 (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED]. 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 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 Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The 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 Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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) 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.

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
C [REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8), 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" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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."

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

In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the

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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, DD250 Only)

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

Issue DODAAC N00421

Admin DODAAC *Block 6 of TO cover

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Pay Office DODAAC	<u>*Block 12 of TO cover</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>N00421</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>S2404A</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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 document(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:

Email Address for TOM: sandra.bowling@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. Contractors 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

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1-866-618-5988.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE 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: SLIN ACRN Amount Obligated

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

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

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

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor

Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

(a) The contract includes an option, per each 12-month term, for an increase in capacity not to exceed 10% (ten percent) of the total dollars of the Labor and ODC CLINs within the same respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire contract exceed 5 years in duration.

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

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

(e) The Government will be required to: (1) give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The Contractor shall be required to use the same hourly labor rates or Department of Labor hourly rates established for the current term and shall not exceed the 10% provided by the exercise of any option.

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

H-22 BURDENED LABOR RATE

As part of its evaluation, the Government will identify all instances where an employees' annual fully burdened salary exceeds \$300K. The fully burdened labor rate for any proposed subcontractor labor will be calculated inclusive of all pass-through costs being applied by the prime. This applies to fully burdened subcontractor's employees' salaries inclusive of the prime contractor's pass-through burden. Any fully burdened labor rate/annual salary exceeding the tripwire may ultimately be determined unreasonable absent justification.

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

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respect to the suppliers and/or equipment listed in Attachment (N/A). The Task Order 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.

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

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

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

(e) Contracting restrictions.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which

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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 three (3) years after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide 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 three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

(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)

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

(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 two (2) 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))

(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

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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.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)

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

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

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

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

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

5252.232-9509 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,

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domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

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

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

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

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

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

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JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract,

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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:

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Sept 2007)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

CLAUSES INCORPORATED BY FULL TEXT

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 the Patuxent River Naval Base. 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 the TOM. All losses are to have the permanent badges returned to the TOM on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (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

Attachment	Date
(1) DD254 Contract Security Classification Specification - Final	10 May 2010
(2) Quality Assurance Surveillance Plan (QASP)	23 Jun 2009
(3) Subcontracting Plan	
(4) COR Appointment Letter	22 Apr 2010
(5) COR Appointment Letter Update	05 Jan 2011
(6) Instructions for Completing "Incurred Cost and Progress Reporting for Services" Data Tables (IAW CDRL A008)	21 Dec 2012

Exhibits

A - Contract Data Requirements List (CDRLs)	
A001 - Contractor's Progress, Status, and Management Report	27 Apr 2010
A002 - Funds and Man-Hour Expenditure Report	27 Apr 2010
A003 - Operations Security (OPSEC) Plan	27 Apr 2010
A004 - Status Report - for COR	27 Apr 2010
A005 - Status Report - for NAVAIR Security	27 Apr 2010
A006 - Scientific and Technical Reports	27 Apr 2010
A007 - Engineering & Technical Services Accomplishment Rpt	27 Apr 2010
A008 - Incurred Cost and Progress Reporting for Services	16 May 2013