

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 25-Oct-2011	4. REQUISITION/PURCHASE REQ. NO. 1300232414	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 jacob.leitch@navy.mil 301-757-9072	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) RBC 100 N. Pitt St. Suite 300 Alexandria VA 22314-3134	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4520-M802
	10B. DATED (SEE ITEM 13) 26-Oct-2010
CAGE CODE 0H365	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.

<input type="checkbox"/>	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"/>	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 52.217-9 Option to Extend the Term of the Contract FAR 43.103 (a) Mutual Agreement of Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Maureen Yannuzzi, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory T Blew, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Maureen Yannuzzi (Signature of person authorized to sign)	15C. DATE SIGNED 26-Oct-2011	16B. UNITED STATES OF AMERICA BY /s/Gregory T Blew (Signature of Contracting Officer)	16C. DATE SIGNED 26-Oct-2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to exercise Option 1 of task order N00178-05-D-4520 M802 and to obligate 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 \$3,415,342.54 by \$1,045,000.00 to \$4,460,342.54.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410001	RDT&E	0.00	173,269.08	173,269.08
410002	RDT&E	0.00	143,500.00	143,500.00
410003	RDT&E	0.00	274,730.92	274,730.92
410004	RDT&E	0.00	373,500.00	373,500.00
610001	RDT&E	0.00	80,000.00	80,000.00

The total value of the order is hereby increased from \$4,838,959.00 by \$4,734,445.00 to \$9,573,404.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4100	0.00	4,399,217.00	4,399,217.00
6100	0.00	335,228.00	335,228.00

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Program Management, Business Financial Management, Operations and Adminstrative Contract Support Services. (OTHER)	1.0 LO	\$4,279,253.00	\$237,372.00	\$4,516,625.00
400001	LABOR FOR PM-CSS (OTHER)				
400002	LABOR FOR PM-CSS (OTHER)				
400003	LABOR FOR PM-CSS (OTHER)				
400004	LABOR FOR PM-CSS (OTHER)				
400005	LABOR FOR PM-CSS (OTHER)				
400006	LABOR FOR PM-CSS (OTHER)				
400007	LABOR FOR PM-CSS (OTHER)				
400008	LABOR FOR PM-CSS (OTHER)				
400009	LABOR FOR PM-CSS (OTHER)				
400010	LABOR FOR PM-CSS (OTHER)				
400011	LABOR FOR PM-CSS (OTHER)				
400012	LABOR FOR PM-CSS (OTHER)				
400013	LABOR FOR PM-CSS (OTHER)				
400014	LABOR FOR PM-CSS (OTHER)				
4100	Program Management,	1.0 LO	\$4,155,431.00	\$243,786.00	\$4,399,217.00

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Business
Financial
Management,
Operations and
Administrative
Contract Support
Services. (OTHER)

410001 Funding for CLIN
4100 (RDT&E)

410002 Funding for CLIN
4100 (RDT&E)

410003 Funding for CLIN
4100 (RDT&E)

410004 Funding for CLIN
4100 (RDT&E)

4200	Program Management, Business Financial Management, Operations and Administrative Contract Support Services. (OTHER) Option	1.0 LO	\$4,298,671.00	\$252,190.00	\$4,550,861.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	ODC's for CLIN 4000 (OTHER)	1.0 LO	\$322,334.00
600001	ODC FUNDING FOR PM-CSS (OTHER)		
600002	ODC FUNDING FOR PM-CSS (OTHER)		
600003	ODC FUNDING FOR PM-CSS (OTHER)		
600004	ODC FUNDING FOR PM-CSS (OTHER)		
600005	ODC FUNDING FOR PM-CSS (OTHER)		
600006	ODC FUNDING FOR PM-CSS (OTHER)		
600007	ODC FUNDING FOR PM-CSS (OTHER)		
600008	ODC FUNDING FOR PM-CSS (OTHER)		

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6100 ODC's for CLIN 1.0 LO \$335,228.00
4100 (OTHER)

610001 Funding for CLIN
6100 (RDT&E)

6200 ODC's for CLIN 1.0 LO \$348,647.00
4200 (OTHER)
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Program Management, Business Financial Management, Operations and Administrative contract support services (OTHER) Option	1.0 LO	\$4,459,823.00	\$261,648.00	\$4,721,471.00
7100	Program Management, Business Financial Management, Operations and Adminstrative Contract Support Services. (OTHER) Option	1.0 LO	\$4,634,922.00	\$271,952.00	\$4,906,874.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9000	ODC's for CLIN 7000 (OTHER) Option	1.0 LO	\$362,582.00
9100	ODC's for CLIN 7100 (OTHER) Option	1.0 LO	\$487,535.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS

C-1 PERFORMANCE WORK STATEMENT

1.0 INTRODUCTION

This solicitation Statement of Work defines the required tasks needed by the Air Anti-Submarine Warfare Program Office (PMA264) to effectively and efficiently manage new and ongoing Anti-Submarine Warfare (ASW) sensor systems.

PMA264 has program life cycle management responsibility for the following ASW sensor systems: advanced acoustic signal processing; acoustic and non-acoustic sensors; intelligence, surveillance, and reconnaissance collections; electro-optics; light detection and ranging; sonobuoy production and Fleet support; magnetics; electric field, environmental assessment, multi-statics; acoustic to radio frequency; high altitude ASW; and systems integration for the P-8A, P-3C, Firescout vertical takeoff unmanned aerial vehicle, MH-60R, SH-60B and any other platform that may have a requirement to carry aviation-based ASW sensors and/or systems.

PMA264 also manages other science and technology projects, such as: Small Business Innovative Research Projects, Joint Capabilities Technology Demonstration projects, and Congressional Plus-up projects that have the potential to evolve into programs of record sometime in the near future. PMA264, in coordination with the Defense Advanced Research Project Agency and the Office of Naval Research also monitors candidate ASW technology developments initiated from the Defense Acquisition Challenge; Advanced Concept Technology Developments; Future Naval Capabilities; Foreign Comparative Testing; Technology Transition Initiatives; Rapid Technology Transitions; Technology Insertion Program for Savings; Quick Response Fund; and Rapid Development and Deployment for emergent technology insertions into ASW programs of record as quick reaction, acquisition enablers, leap ahead innovations, and/or new discoveries and inventions.

The components of these ASW systems and subsystems are complex, state-of-the-art engineering designs consisting of leading edge technologies: acoustic transducers and impulsive sources; hydrophones and receiver arrays; hydro-mechanical suspension; signal and/or information processing; communications, command and control processing; energy storage technology; information display; environmental characterization and prediction; and tactical decision aids. In addition, the program office performs exploratory research; scientific analysis of specialized systems and components; data and signal processing; theoretical modeling; numerical simulations; algorithm development for electro-optics and special mission ASW sensor systems; development of oceanographic and atmospheric models; field testing of sensor systems and components; and the analysis of experimental and theoretical data to validate sensor and signal processing performance.

2.0 SCOPE

The scope of this Statement of Work describes the effort required to provide program management, budget and financial management, operations and administrative support services required for the program office.

The Contractor shall provide program management support to the following Integrated Product Teams: Production Sonobuoy, Research and Development, Advanced Development, High Altitude ASW, Mission Systems Software; Program Manager; and Resource Sponsor.

The scope of this Statement of Work adheres to systems acquisition, contracts, logistics, funds

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management, science and technology, research and engineering, test and evaluation, fleet support, mission planning and post mission analysis, and product sustainment processes as defined by the Department of Defense Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management framework.

3.0 REQUIREMENTS

The Contractor shall perform program management, budget and financial management operations and administrative functions in support of PMA 264. The tasks identified below shall be performed by the Contractor for one or more of the ASW sensor systems-also referred to in this section as “programs”, which were listed under the background (Section 1) paragraphs above.

3.1 Prior to programs entering the Materiel Solution Analysis Phase, the Contractor shall prepare the following documentation:

- Initial Capabilities Document (*if required*);
- Analysis of Alternatives study guidance and plan;
- Preliminary integrated architecture.

3.1.1 The Contractor shall initiate, review, analyze, and monitor theoretical studies and/or feasibility studies to identify the best materiel approach for identifying a materiel solution.

3.1.2 The Contractor shall monitor rapid transition opportunities when a sufficiently mature technology is identified that can meet a particular need on a timetable, which matches that of an acquisition program, and is supported by a business case analysis, which justifies the associated cost and schedule risk and make recommendations to the Government.

3.1.3 The Contractor shall develop an ASW Sensor Roadmap that identifies technology insertion opportunities for emerging science and technology concepts which:

- Supports the Department of the Navy’s transformation priorities;
- Leverages the Department of Defense and Department of the Navy’s ASW, atmospheric, and oceanographic science and technology base;
- Stimulates other Navy Departments, Systems Commands, and program office coordination and cooperation;
- Provides input and analyzes feedback to guide long-term ASW science and technology needs;
- Evaluates emerging and future ASW technology opportunities and needs.

3.1.4 The Contractor shall monitor development progress, solicitation of new ideas, and track emergent technologies ready for insertion into ASW programs from the following research programs:

- Small Business Innovative Research;
- Joint Capabilities Technology Demonstration;
- Congressional Plus-up;

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- Defense Acquisition Challenge;
- Advanced Concept Technology Development;
- Future Naval Capabilities;
- Foreign Comparative Testing;
- Technology Transition Initiative;
- Rapid Technology Transition;
- Technology Insertion Program for Savings;
- Quick Response Fund;
- Rapid Development and Deployment.

3.1.5 The Contractor shall prepare documentation and presentations for defining the program's supportability objectives in preparation for a Materiel Development decision.

3.2 While the program is in the Materiel Solution Analysis Phase, the Contractor shall:

- Provide applicable source material to support the preparation of an analysis of alternatives;
- Complete an analysis of alternatives to assess the materiel solution;
- Identify key technologies;
- Estimate the program's life cycle costs;
- Identify a materiel solution to meet the capability need;
- Complete the technology development strategy.

3.2.1 The Contractor shall prepare a technology development strategy which consists of:

- Researching applicable source material for the preparation of a technology development strategy;
- Analyzing the rationale for a program's evolutionary or single-step to full capability strategy;
- Analyzing how the materiel solution will be divided into increments;
- Analyzing the limits on the number of prototypes;
- Preparing a preliminary acquisition strategy with cost, schedule, performance goals for the program's entire research and development effort for Government approval;
- Preparing a program's Technology Development phase cost, schedule, performance goals and exit criteria for Government approval;
- Providing visibility of data assets;

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- Identifying known and probable critical program information and countermeasures;
- Developing a time-phased workload assessment;
- Preparing a summary of an approved independent cost analysis;
- Preparing software data reporting plans for the technology development phase;
- Identifying international cooperative opportunities;
- Preparing a Net-centric data strategy for Government approval;
- Preparing the initial Clinger Cohen Act information technology compliance and certification documentation.

3.2.2 The Contractor shall provide support to the Government in the development of an acquisition plan for a technology development contract to begin development of prototypes. After the technology development contract award, the Contractor shall support the Government by performing a technical review of the prime contractor's data, plans, reports furnished under Contract Data Requirements List (DD Form 1423) to compare results with appropriate contract and Detailed Specification requirements, identifying omissions, failure to meet specifications, and/or need for additional data.

3.2.3 The Contractor shall prepare the following documents:

- Draft system requirements;
- Test and evaluation strategy;
- Systems engineering plan;
- Systems safety analysis;
- Support and maintenance concepts and technologies;
- Technology development strategy for Government approval;
- Clinger Cohen Act information technology compliance documents and certifications;
- Program office and/or component cost estimate and manpower requirements documentation.

3.2.4 Prior to programs entering the Technology Development Phase, the Contractor shall:

- Update the initial capabilities document (*if required*);
- Prepare the capabilities development document for Government approval;
- Update the analysis of alternatives;
- Identify the Materiel Solution Analysis Phase exit criteria;
- Prepare alternative maintenance and logistics concepts.

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3.2.5 The Contractor shall prepare documentation and presentations for the Initial Technology Review and Alternative System Review, and a Milestone A decision.

3.3 While the program is in the Technology Development Phase, the Contractor shall:

- Identify and assess technology risk;
- Monitor and make recommendations regarding the maturity of the appropriate technologies for integration into a full sensor and/or system;
- Complete the preliminary design;
- Identify an affordable program or increment of useful military capability;
- Identify and assess manufacturing risks;
- Develop the program's initial Product Support Strategy and submit for Government approval;
- Initiate a product support business case analysis for refining the supportability objectives and constraints.

3.3.1 The Contractor shall prepare and/or update and submit for Government approval:

- Initial capabilities document (*if required*);
- Capabilities development document;
- Materiel solution;
- Exit criteria for the Technology Development phase;
- Support and maintenance concepts and technologies;
- Analysis of alternatives;
- Technology development strategy;
- Test and evaluation strategy, to include development of the test and evaluation master plan;
- System's safety analysis;
- Acquisition program baseline agreement;
- Affordability assessment (i.e., program office cost estimate or component cost estimate or independent cost estimate).

3.3.2 The Contractor shall support the Government in preparing an acquisition plan for the Government to initiate an engineering and manufacturing development contract for producing prototypes of the sensor and/or system and/or key system elements, and initial product baseline prior to or lasting through Milestone B. After the engineering and manufacturing development contract award, the Contractor shall support the Government by performing a technical review of the prime contractor's data, plans, reports furnished under Contract Data Requirements List (DD Form 1423) to compare results with appropriate contract and Detailed Specification requirements, identifying omissions, failure to meet specifications,

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and/or need for additional data.

3.3.3 Prior to a program entering the Integrated System Design sub-phase of the Engineering and Manufacturing Development Phase, the Contractor shall prepare and submit for Government approval:

- System requirements;
- Test and evaluation strategy, to include development of the test and evaluation master plan;
- Systems engineering plan;
- Training systems and training curriculum development strategy;
- Systems safety analysis;
- Support and maintenance concepts and technologies for use in drafting the program's analysis of alternatives, capability development document, technology development strategy, Clinger Cohen Act information technology compliance documents and certifications;
- Costs and manpower requirements documentation;
- Integrated System Design sub-phase exit criteria.

3.3.4 The Contractor shall prepare documentation and presentations for the Integrated Baseline Review, Program Support Review, Systems Requirements Review, Technology Readiness Assessment, Software Specification Review, System Functional Review, Preliminary Design Review, and a Milestone B decision.

3.4 While the program is in the Engineering and Manufacturing Development Phase, the Contractor shall monitor and track:

- Development of a system or increment of capability;
- Completion of a full system integration, developing an affordable and executable manufacturing process;
- System or increment's operational supportability;
- Reduction of the logistics footprint;
- Implementation of human systems integration;
- Design for producibility;
- System or increment's affordability;
- System or increment's critical program information;
- Demonstration of the system or increment's integration, interoperability, safety, and utility.

3.4.1 While the program is in the Integrated System Design-first sub-phase of the Engineering and Manufacturing Development phase, the Contractor shall prepare these documents and submit for Government approval:

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- Systems performance specification;
- Integrated System Design exit criteria;
- Updated acquisition program baseline agreement;
- Capabilities development document;
- Systems engineering management plan;
- Program protection plan;
- Test and evaluation master plan, to include development of the test and evaluation master plan before Milestone B review and updated as required;
- Programmatic environmental, safety and occupational health evaluation;
- Systems threat assessment;
- Information support plan;
- National Environmental Policy Act compliance schedule;
- Risk assessment;
- Validated systems support and maintenance objectives and requirements;
- Product support strategy;
- Exit criteria for entering the System Capability and Manufacturing Process Demonstration-second sub-phase of the Engineering Manufacturing Development phase.

3.4.2 The Contractor shall prepare a product support plan.

3.4.3 The Contractor shall prepare documentation (*including a post-critical design review report*) and presentations for the Integrated Baseline Review, Systems Functional Review, post-Preliminary Design Review, Critical Design Review, and Test or Flight Readiness Review, prior to the program entering the System Capability and Manufacturing Process Demonstration-second sub-phase of the Engineering Manufacturing Development Phase.

3.4.4 While the program is in the System Capability and Manufacturing Process Demonstration-second sub-phase of the Engineering Manufacturing Development Phase, the Contractor shall provide support in the updating of acquisition documentation to be submitted for Government approval.

3.4.5 The Contractor shall provide support in updating of the program's acquisition program baseline agreement, analysis of alternatives, and the Clinger Cohen Act documentation.

3.4.6 The Contractor shall:

- Evaluate engineering changes to determine impact to training systems, training systems design, support, schedules, cost and performance;

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- Monitor the integration of training system requirements into program plans and documentation;
- Provide an independent verification and validation support on training system acquisition program.
- Provide technical expertise for the conduct of life cycle cost evaluations and economic analyses associated with trainers and training systems.
- Provide technical expertise for the performance of cost trade-off studies related to trainer effectiveness parameters.

3.4.7 The Contractor shall:

- Monitor and track the system or increment's footprint reduction;
- Monitor and track the system or increment's supply chain management;
- Monitor and track the system or increment's product support elements identified and in place;
- Finalize the product support business case analysis and submit for Government approval.

3.4.8 The Contractor shall update the test and evaluation master plan in preparation for the sensor and/or systems' Developmental Test and Evaluation and Operational Test and Evaluation which consists of:

- Integrated Test and Evaluation to verify the sensor and/or system's performance compliance to the sensor and/or systems' specification;
- Verify system functionality and constraints compliance to the sensor and/or systems' specification;
- Demonstrate sensor and/or system to specified user needs and environmental constraints.

3.4.9 The Contractor shall refine the supportability objectives and constraints by preparing and/or updating the affordability assessment (i.e., program office cost estimate or component cost estimate or independent cost estimate).

3.4.10 The Contractor shall provide support to Government in the development of an acquisition plan for a low rate initial production contract. After the low rate initial production contract award, the Contractor shall assist in performing a technical review of the prime contractor's data, plans, reports furnished under Contract Data Requirements List (DD Form 1423) to compare results with appropriate contract and Detailed Specification requirements, identifying omissions, failure to meet specifications, and/or need for additional data.

3.4.11 The Contractor shall prepare documentation and presentations for the Program Support Review, Functional Configuration Audit, System Verification Review, Technology Readiness Assessment, Production Readiness Review, Test Readiness Review and a Milestone C decision.

3.5 While the program is in the Low Rate Initial Production-first phase of the Production and Deployment Phase, the Contractor shall monitor and track the system or increment achieving and maintaining operational capability that satisfies mission and/or user needs by completing the following tasks.

3.5.1 The contractor shall provide support in updating of the acquisition strategy, acquisition program baseline agreement, and the analysis of alternatives for submission to Government for approval.

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3.5.2 The Contractor shall prepare the product support package and the program based logistics implementation plan by updating:

- Product support elements;
- Support and cost baseline;
- Contract for sustainment (organic and commercial);
- Supply chain management.

3.5.3 The Contractor shall prepare the final product baseline and submit for Government approval to include:

- Obtaining test results;
- Preparing exit criteria;
- Provide support in updating the acquisition program baseline agreement;
- Update the Clinger Cohen Act compliance documentation;
- Finalizing the capabilities production document;
- Finalizing the systems engineering management plan;
- Finalizing the test and evaluation master plan;
- Finalizing the product support package;
- Finalizing the programmatic environmental, safety and occupational health evaluation;
- Finalizing the system safety analysis;
- Finalize cost and manpower estimates;
- Analyzing deficiencies to determine corrective action;
- Modify configuration (hardware and/or software specifications) to correct deficiencies;
- Verify and validate production configuration.

3.5.4 The Contractor shall:

- Advise and make technical recommendations on the production configuration;
- Prepare engineering change orders;
- Coordinate pre-submittal of engineering change orders and pre-configuration control board issues;
- Provide technical input to support the preparation of revision of related acquisition documentation;

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- Evaluate engineering changes to determine impact to sonobuoys and other non-acoustic ASW systems, training systems, training systems design, support, schedules, cost and performance.

3.5.5 The Contractor shall:

- Provide support in updating of the affordability assessment (i.e., program office cost estimate or component cost estimate or independent cost estimate; earned value, cost, present value, and schedule analyses);
- Analyze the impact of proposed reliability and maintainability enhancements.

3.5.6 The Contractor shall prepare documentation and presentations for the Integrated Baseline Review; Program Support Review, Assessment of Operational Test Readiness; Operational Test Readiness Review; Physical Configuration Audit, and a Full Rate Production Decision Review.

3.6 While the program is in the Full Rate Production, Deployment-second phase of the Production and Deployment Phase, the Contractor shall executing the following tasks:

3.6.1 The Contractor shall finalize the product support package and the program based logistics.

3.6.2 The Contractor shall provide support with the generation of pre-Initial Operational Capability and post-Initial Operational Capability supportability assessments:

- Monitor and collect all user data (service use data, user feedback, failure reports, discrepancy reports, system engineering management plan, programmatic environmental, safety and occupational health evaluation, and system safety analysis);
- Analyze user data and develop an engineering investigation plan to determine root cause for failure mode identification;
- Determine system risk and hazard severity;
- Develop corrective action for considering a process change or material change;
- Integrate and test corrective action;
- Implement and field refurbished sensors and/or systems.

3.6.3 The Contractor shall analyze data for in-service review by providing:

- Input to capabilities development document for next generation increment;
- Modifications and/or upgrades (i.e., pre-planned product improvements, modernization, engineering change proposals, etc) to in production and fielded sensors and/or systems;
- Updates to the system engineering plan;
- Updates to the performance sonobuoy specification document.

3.6.4 The Contractor shall prepare documentation and presentations for the Integrated Baseline Review and Follow-on Test and Evaluation meeting.

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3.6.5 The Contractor shall provide support in the Governments development of an acquisition plan for a post-production software support contract. After the post-production software support contract award, the Contractor shall provide support in performing a technical review of the prime contractor's data, plans, and reports furnished under Contract Data Requirements List (DD Form 1423) to compare results with appropriate contract and Detailed Specification requirements, identifying omissions, failure to meet specifications, and/or need for additional data.

3.6.6 The Contractor shall provide support in the Governments developement of an acquisition plan for a sustainment contract. After the sustainment contract award, the Contractor shall provide support in performing a technical review of the prime contractor's data, plans, and reports furnished under Contract Data Requirements List (DD Form 1423) to compare results with appropriate contract and Detailed Specification requirements, identifying omissions, failure to meet specifications, and/or need for additional data.

3.6.7 The Contractor shall prepare and/or analyze and plan:

- Data for determining in-service reliability, maintainability, and supportability of production sonobuoys;
- Sonobuoy Lot Acceptance Test data for the purpose of providing policy guidance and improved management processes for the sonobuoy quality assurance program;
- Sonobuoy flight clearances using established NAVAIR processes;
- Reliability and lot acceptance criteria specified in the performance sonobuoy specification;
- Assisting with planning and execution of the sonobuoy quality assurance program;
- Post-deployment evaluations of production sonobuoys, verifying whether the sonobuoys are meeting performance requirements in accordance with the sonobuoy in-service quality evaluation master program plan;
- NC-12B and the Acoustic Explorer operations in support of the sonobuoy quality assurance program.

3.7 While the program is in the Operations and Support phase, the Contractor shall complete the following tasks:

3.7.1 The Contractor shall support the Government with post deployment review analysis.

3.7.2 The Contractor shall:

- Update the capabilities development document and the capabilities production document for each increment;
- Enter the Increment at the correct phase within the Department of Defense Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management framework.

3.7.3 The Contractor shall:

- Evaluate sensor and/or system increment upgrade changes to determine impact to training systems, training systems design, support, schedules, cost and performance;

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- Monitor the integration of new training system requirements into program plans and documentation;
- Provide independent verification and validation support on training system acquisition program;
- Provide technical expertise for the conduct of life cycle cost evaluations and economic analyses associated with new trainers and training systems;
- Provide technical expertise for the performance of cost trade-off studies related to new trainer effectiveness parameters.

3.8 The Contractor shall prepare:

- Responses to internal and external (Congressional Staff, Office of Secretary of Defense, Navy Comptroller, Assistant Secretary of the Navy, Research, Development and Acquisition, Chief of Naval Operations) information requests (i.e., data calls, articles for public release approval) for Government approval;
- Issue sheets, program health assessments, and presentations for program objective memorandum and program readiness reviews;
- Data entry into the Department of the Navy's Portfolio Management Decision Support System tool, Probability of Program Success tool;
- Data entry into the Assistant Secretary of the Navy for Research, Development and Acquisition's Dashboard;
- Data entry into the program office's Risk Management Tool;
- Program briefs using Microsoft PowerPoint software as well as using computer graphics (these graphics shall be developed to simulate areas of the sensor and/or system's operation, and demonstrate the capabilities of the proposed sensor and/or system's design, and the projected ability to meet key performance parameters, technical performance measures, and assigned missions. Briefs shall be meaningful and sufficient to accomplish the presentation goals;
- Integrated master schedules and program metrics using Microsoft Project or Excel software;
- Provide technical, programmatic and financial evaluations to support the Government's continuous process improvement initiatives;
- Minutes from meetings and track resultant action items;
- Program office meetings, conferences, and working groups.

3.9 The Contractor shall:

- Provide support in the preparation of financial instruments (which may include: procurement initiation documents, AIR-TASKs, and Workload Assignment Agreements) for recording in the Navy-Enterprise Resource Planning Tool;
- Perform financial analysis, and total cost of ownership and life cycle cost trade off assessments;
- Prepare budget and financial reports using Microsoft PowerPoint and Excel software, and analysis of prime contractor spend rate, costs, and schedule compliance;

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- Prepare obligation and expenditure reports for reconciliation and tracking;
- Preparation of internal program office, integrated product team, contract support services, and field activity spend plans for review;
- Prepare formal responses to formal budget requests for information, including congressional inquiries for Government approval;
- Assess Chief of Naval Operations and Congressional impacts and issues to budgets;
- Enter data into the Command Staffing Tool for workforce shaping.

3.10 The Contractor shall:

- Plan for Meetings and conferences;
- Prepare and route written correspondence and official documentation;
- Prepare and report status of program office metrics;
- Disseminate and track training requirements;
- Coordinate and track information requests;
- Coordinate and track program office action items;
- Fill the role as facilities coordinator;
- Fill the role as Assistant Security Coordinator.

3.11 The Contractor perform the following administrative support functions:

- Answer program office mail telephone;
- Foreign and/or domestic visitor escort. Contractor employees assigned to provide escort services shall complete local OPSEC and counterintelligence training provided by NAWCAD Security (7.4.1);
- Personnel access control;
- Facilities support, office supplies custodian, and meeting room scheduler;
- Classified mail recipient; correspondence oversight, retention, and preparation of Fleet messages using the Defense Messaging System. All documents and correspondence shall be prepared in accordance with the Navy Correspondence Manual, Naval directives and systems;
- Processing travel requirements using the Defense Travel System for domestic and foreign travel requests. Process foreign country clearance requests in accordance with Electronic Foreign Clearance Guide utilizing the 1833/ISOPREP Info Personnel Recovery Mission Software on the SIPRNet system.

4.0 APPLICABLE DOCUMENTS

- DOD Directive 5000.01, The Defense Acquisition System, of 12 May 03

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- DOD Instruction 5000.02, Operation of the Defense Acquisition System, of 8 Dec 08
- Chairman of the Joint Chiefs of Staff Instruction 3170.01F, Joint Capabilities Integration and Development System, of 1 May 07
- Chairman of the Joint Chiefs of Staff Manual 3170.01C, Operation of the Joint Capabilities Integration and Development System, of 1 May 07
- SECNAVINST 5000.2D, Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integrated and Development System, of 16 Oct 08
- SECNAVINST 5430.7P, Assignment of Responsibilities and Authorities in the Office of the Secretary of the Navy, of 9 Jun 05
- SECNAVINST 5400.15C, Department of the Navy Research and Development, Acquisition, Associated Life-Cycle Management, and Logistics Responsibilities and Accountability, of 13 Sep 07
- SECNAVINST 5200.35E, Department Of The Navy Managers' Internal Control Program, of 6 November 06
- SECNAVINST 5710.25B, International Agreements, of 23 Dec 05
- DOD 5000.4-M, Department of Defense Cost Analysis Guidance and Procedures, of 18 Apr 07
- DEPSECDEF Memorandum, Global Information Grid Enterprise Services: Core Enterprise Services Implementation, of 10 Nov 03
- Department of Defense, Financial Management Regulation (DOD-7000.14-R)
- Defense Acquisition University, Defense Acquisition Guide, at <http://akss.dau.mil>
- Joint and Federal Travel Regulations
- PMA264's Administrative Operations Guide, of 30 Apr 08

5.0 SECURITY REQUIREMENTS

The work to be performed will involve access to and handling of classified material up to and including Top Secret in accordance with the DD-254 in Section J of the solicitation.

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station Patuxent River. Initial information will 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).

If it is determined by the Program Manager that Contractors employees will not utilize Government space while performing tasks defined in this Statement of Work, the Government will make a decision whether the Contractor should have SIPRNet access at their facility. The Contractor shall be able to install at their facility, a SIPRNet to access classified networks for the conduct of official government business.

Note: Contractor is NOT responsible for installation of SIPRNet at the Contractor's facility. The SIPRNet

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terminal/connection capability will be provided by the Program Office in Bldg 3258 Suite 100.

5.1 OPERATIONS SECURITY PLAN

The OPSEC program to be furnished under this item will be furnished pursuant to the requirements herein:

(1) The Contractor is required to provide OPSEC protection for all classified information (as defined in FAR 4.401) and sensitive information (as defined in Title 15, United States Code, Section 278g-3(d)(4)). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The Contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The Contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. In order to meet this requirement, the Contractor shall develop, implement and maintain a facility level OPSEC program following Exhibit A, Item A003, DD Form 1423 (Aug 96), Contract Data Requirements List (to be furnished to the Contractor by the government with the first delivery order placed under this agreement), to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a Contractor's or subcontractor's facilities during performance of this contract. The Contractor's OPSEC program is to be described in a facility level OPSEC planning document. The Contractor will submit only one draft OPSEC plan, applicable collectively to this agreement and to each delivery order placed hereunder, within 90 days of receiving the first delivery order. The Contractor will submit the draft document in MS Word 6.0 (or later) format on floppy or compact disk to the government (AIR-7.4.1) for approval.

(2) The Contractor is responsible for subcontractor implementation of OPSEC requirements for this contract.

6.0 DELIVERABLE DOCUMENTATION

<u>Description</u>	<u>CDRL</u>	<u>Delivery Date</u>
Contractor's Progress, Status and Management Report	A001	Monthly
Technical Reports	A002	TBD
Operations Security (OPSEC) Plan	A003	90 Days After Award of Contract

7 .0 TRAVEL

See Section L 1.0

8.0 PLACE OF PERFORMANCE

The place of performance will be on-site at PMA264/Bldg 3258 or off-site at the Contractor's facility. During the performance of tasks under this contract, the Contractor personnel shall be required to frequently commute between PMA264, 22581 Saufley Road, Bldg 3258, Patuxent River, Maryland 20670, or other government test sites as required, and the Contractor's facility for the purpose of performing tasks that require the use of equipment and systems at the respective facility, and for the purpose of obtaining direction and instruction.

Work shall be accomplished at the contractor's facilities in Lexington Park, MD and elsewhere as well

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as on-site at other Government locations in CONUS and world-wide. The contractor's facilities must be able to accommodate meetings up to the SECRET level.

9.0 TRANSMISSION OF INFORMATION, DOCUMENTS OR EQUIPMENT

All work produced under this contract shall become the property of the Government. No information, documents, or equipment shall be transmitted outside the physical limits of NAWCAD PAX by the Contractor without the approval of the Contracting Officer's Representative (COR) and the Contracting Officer.

9.1 INFORMATION TECHNOLOGY / INFORMATION ASSURANCE COMPLIANCE

Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services:

All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- OMB Guide for Managing U.S. Government Websites
<http://www.usa.gov/webcontent/>
- OMB Policies for Federal Public Websites, OMB M-05-04
http://www.usa.gov/webcontent/policies_and_implementation.shtml
- Section 508 Standards
<http://www.section508.gov/>
- DOD Web Policy and Guidelines
<http://www.defenselink.mil/webmasters/>
- Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website
<https://www.nioc-norfolk.navy.mil/operations/wra/wra.shtml>
- SECNAV 5720.47B DON Policy for Content of Publicly Accessible Web Sites (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable "Website Self-Assessment Checklist" for Webmasters.)
<http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>
- **NAVAIR CIO Website (NAVAIR specific policy and guidelines):**
<https://mynavair.navair.navy.mil/cio>

10.0 Navy Marine Corps Internet (NMCI). Computer resources will be acquired in accordance with DFARs 5252.237-9503. For those employees so affected, the contractor shall track completion of System Authorization Access Request (SAAR) forms and Information Assurance (IA) training specific to Government requirements. Documentation reflecting compliance shall be submitted to the Government thirty days after contract award and yearly thereafter, and thirty days after the gain or loss of an employee.

11.0 Information Assurance

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All Information Assurance (IA) shall be in compliance with the following:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) -- Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 Jul 03
- CJCSI 6212.01 (series) -- Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1 -- Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1-- Information Assurance
- DoDI 8500.2 -- Information Assurance Implementation
- DoDI M-8510.1 -- DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 97
- CNO N614/HQMC C4--Navy Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 Oct 02

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

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

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

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-

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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.

(End Performance Work Statement)

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SECTION D PACKAGING AND MARKING

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.

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for CLINs of this order, as reflected in Section B, shall be performed in accordance with the clauses identified in Section E of the SeaPort-e Multiple Award IDIQ contract and the Quality Assurance Surveillance Plan as attached to this Solicitation.

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 **not applicable**. 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.(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: Arne Anderson
Activity: PMA 264
Address: Patuxent River, MD 20670
Phone: 301-757-3694

(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.

(End of clause)

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SECTION F DELIVERABLES OR PERFORMANCE

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

CLIN - DELIVERIES OR PERFORMANCE

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

4000	10/26/2010 - 10/25/2011
4100	10/26/2011 - 10/25/2012
6000	10/26/2010 - 10/25/2011
6100	10/26/2011 - 10/25/2012

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

4200	10/26/2012 - 10/25/2013
6200	10/26/2012 - 10/25/2013
7000	10/26/2013 - 10/25/2014
7100	10/26/2014 - 10/25/2015
9000	10/26/2013 - 10/25/2014
9100	10/26/2014 - 10/25/2015

Services to be performed hereunder will be provided at Patuxent River, MD 20670.

MOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on 26 October 2010 and shall continue through 25 October 2011. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

(End of clause)

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SECTION G CONTRACT ADMINISTRATION DATA

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

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Task Order Manager

Name: Arne Anderson

Code: PMA-264

Mailing Address: 22581 Saufley Road, B3258 Patuxent River, MD 20670

Telephone: (301)757-3694

Email: Arne.Anderson@navy.mil

(b) The TOM is responsible for those specific functions assigned in the TOM 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.

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

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

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

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10),

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as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
4000 & 6000	\$4,601,587.47	\$237,372.31	26 Oct 10 - 25 Oct 11
4100 & 6100	\$4,490,659.00	\$243,786.00	25 Oct 11 - 26 Oct 12

(To be provided at the task order level)

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

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

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

CLIN	Ceiling Total	Funds this Action	Previous Funding	Funds Available	Balance Unfunded
4000	\$4,516,625	(\$251,235.39)	\$3,541,292.44	\$3,290,057.05	\$1,226,567.95
6000	\$322,234	(\$41,714.51)	\$167,000	\$125,285.49	\$196,948.51

CLIN	Ceiling Total	Funds this Action	Previous Funding	Funds Available	Balance Unfunded
4100	\$4,399,217.00	\$965,000.00	\$0	\$965,000.00	\$3,434,217.00
6100	\$335,228.00	\$80,000.00	\$0	\$80,000.00	\$255,228.00

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006) – ALT I (MAY 2006)

Make the following changes to the basic clause: Add paragraph (a) below and redesignated paragraphs (a), (b), and (c) as (b), (c), and (d) respectively. Add paragraph (e) below.

(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), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

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(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

400001 AA \$269,624.82
400002 AB \$600,000
400003 AC \$355,239.87
400004 AC \$124,333.95
400005 AD \$232,000
400006 AA \$408,938.59
400007 AE \$243,575
400008 AF \$63,000
400009 AG \$294,063
400010 AG \$25,000
400011 AB \$269,157.24
400012 AA \$18,336.18
400013 AH \$376,788.40
400014 AE \$10,000
410001 AJ \$173,269.08
410002 AK \$143,500
410003 AL \$274,730.92
410004 AM \$373,500
600001 AB \$15,000
600002 AC \$29,009.46
600003 AA \$9,276.03
600004 AF \$7,000
600005 AE \$10,000
600006 AG \$10,000
600007 AG \$5,000
600008 AE \$40,000
610001 AL \$80,000

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (AUG 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#).

(2) Vendors should contact the following Pocks for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

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(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts \$100K or greater) or 805-989-3969 (less than \$100K) or DFAS via the numbers listed at www.dfas.mil.

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Technical Information](#) and [WAWF Training](#) websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE				
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988			
DoDAAC Description	Located in Block			
	DD1155	SF26	SF33	SF1449
Issuing Office DoDAAC	6	5	7	9
Administrating Office DoDAAC	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule
Ship To/Service Acceptor DoDAAC	6	5	7	9
Pay Office DoDAAC	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC**, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Arne Anderson	Arne.Anderson@navy.mil	301.757.3694	TOM
Jacob Leitch	Jacob.Leitch@navy.mil	301.757.9072	Cont.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(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 Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

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

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(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) 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.

(End of clause)

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS" (DFAR 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <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)

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Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

Receiving Report (FFP, DD 250 Only)

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

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>*Block 6 of TO cover</u>
Pay Office DODAAC	<u>*Block 12 of TO cover</u>
Inspector DODAAC	<u>N00421</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>TBD</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 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: Arne.Anderson@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.

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Accounting Data

SLINID	PR Number	Amount
400001	1300181354	300000.00
LLA :		
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444		
CIN: 130018135400001		
ACRN: AA		
400002	1300181791	600000.00
LLA :		
AB 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000592609		
CIN: 130018179100001		
ACRN: AB		
400003	1300181733	400000.00
LLA :		
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396		
CIN: 130018173300001		
ACRN: AC		
600001	1300181791	15000.00
LLA :		
AB 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000592609		
CIN: 130018179100001		
ACRN: AB		
BASE Funding 1315000.00		
Cumulative Funding 1315000.00		
MOD 01		
400004	1300181733-0001	140000.00
LLA :		
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396		
CIN: 130018173300002		
400005	1300188496	232000.00
LLA :		
AD 1711804 70CA 252 00070 M 045924 2D XMA125 383011HQVSWQ		
CIN 130018849600001		
600002	1300181733-0001	60000.00
LLA :		
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396		
CIN 130018173300003		
MOD 01 Funding 432000.00		
Cumulative Funding 1747000.00		
MOD 02 Funding 0.00		
Cumulative Funding 1747000.00		
MOD 03 Funding 0.00		
Cumulative Funding 1747000.00		
MOD 04		
400006	1300181354-0002	511500.00
LLA :		
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444		
Cost Code: A00000589444		
CIN 130018135400003 \$511,500		
400007	1300194292-0001	243575.00
LLA :		
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A10000676248		
Cost Code: A10000676248		

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CIN 130019429200002: \$243,575

400008 1300191223 63000.00
 LLA :
 AF 1701319 47HY 251 00019 0 050120 2D 000000 Cost Code: A00000655262
 Cost Code: A00000655262
 CIN 130019122300010: \$63,000.00

600003 1300181354-0002 20000.00
 LLA :
 AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
 Cost Code: A00000589444
 CIN 130018135400004: \$20,000

600004 1300191223 7000.00
 LLA :
 AF 1701319 47HY 251 00019 0 050120 2D 000000 Cost Code: A00000655262
 Cost Code: A00000655262
 CIN 130019122300011

600005 1300194292-0001 10000.00
 LLA :
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A10000676248
 COST CODE: A10000676248
 CIN 130019429200003: \$10,000

MOD 04 Funding 855075.00
 Cumulative Funding 2602075.00

MOD 05

400009 1300194292-0002 294063.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A20000676248
 Cost Code: A20000676248
 CIN: 130019429200004: \$294,063.00

400010 1300194292-0002 25000.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A20000676248
 Cost Code: A20000676248
 CIN 130019429200006: \$25,000.00

600006 1300194292-0002 10000.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A20000676248
 Cost Code: A20000676248
 CIN 130019429200005: \$10,000.00

600007 1300194292-0002 5000.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A20000676248
 Cost Code: A20000676248
 CIN 130019429200007: \$5,000.00

MOD 05 Funding 334063.00
 Cumulative Funding 2936138.00

MOD 06 Funding 0.00
 Cumulative Funding 2936138.00

MOD 07 Funding 0.00
 Cumulative Funding 2936138.00

MOD 08

400011 269157.24
 LLA :
 AB 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000592609
 CIN 130018179100002: \$269,157.24

400012 76208.80
 LLA :
 AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
 CIN 130018135400005: \$76,208.80

400013 1300208993 376788.40
 LLA :

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AH 1711319 U4MV 251 00019 0 050120 2D 000000 Cost Code: A00000776048
CIN 130020899300001: 376,788.40

400014 1300194292-0003 10000.00
LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A10000676248
CIN 130019429200008: \$10,000.00

600008 40000.00
LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 Cost Code: A10000676248
CIN 130019429200009: \$40,000.00

MOD 08 Funding 772154.44
Cumulative Funding 3708292.44

MOD 09

400001 1300181354 (30375.18)
LLA :
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
CIN: 130018135400001
ACRN: AA

400003 1300181733 (44760.13)
LLA :
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396
CIN: 130018173300001
ACRN: AC

400004 1300181733-0001 (15666.05)
LLA :
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396
CIN: 130018173300002

400006 1300181354-0002 (102561.41)
LLA :
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
Cost Code: A00000589444
CIN 130018135400003 \$511,500

400012 (57872.62)
LLA :
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
CIN 130018135400005: \$76,208.80

600002 1300181733-0001 (30990.54)
LLA :
AC 1711810 U3QZ 251 00019 0 050120 2D 000000 Cost Code: A00000592396
CIN 130018173300003

600003 1300181354-0002 (10723.97)
LLA :
AA 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000589444
Cost Code: A00000589444
CIN 130018135400004: \$20,000

MOD 09 Funding -292949.90
Cumulative Funding 3415342.54

MOD 10

410001 1300232414 173269.08
LLA :
AJ 1711319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000919358
COST CODE: A00000919358
CIN 130023241400001: \$173,269.08

410002 1300232414 143500.00
LLA :
AK 1721319 U4MV 251 00019 0 050120 2D 000000 Cost Code: A20000919358
COST CODE: A20000919358
CIN 130023241400004: \$143,500.00

410003 1300232414 274730.92
LLA :
AL 1721319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000919358
COST CODE: A00000919358

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CIN 130023241400002: \$274,730.92

410004 1300232414 373500.00

LLA :

AM 1721319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A10000919358

COST CODE: A10000919358

CIN 130023241400003: \$373,500.00

610001 1300232414 80000.00

LLA :

AL 1721319 U5WP 251 00019 0 050120 2D 000000 Cost Code: A00000919358

COST CODE: A00000919358

CIN 130023241400002

MOD 10 Funding 1045000.00

Cumulative Funding 4460342.54

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE

- (a) The contract includes an option, per each 12-month term, for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire contract exceed 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 and (2) request a proposal for the increased level of effort, based on a description of the new/revised tasking provided by the Government. Negotiations will be conducted as necessary.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort", (Dec 2000) of the contract.
- (g) Upon completion of negotiations, a modification will be issued to realign the necessary ceiling from the Increased Capacity CLIN to the applicable Labor or ODC CLIN, and appropriate funding will be provided. This will ensure that the Increased Capacity conforms with the contract CLIN structure.

H-XX 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.

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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]. [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.

(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

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

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

(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))

(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

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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.

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

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

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

**DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)
(FEB 2009)**

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

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime

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contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

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

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

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

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

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

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

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

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

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable 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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

5252.232-9516 ALLOTMENT OF FUNDS- INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR) (JUL 1985) - ALT I (OCT 2005)

Substitute the following paragraph (a) for the basic paragraph (a):

(a) The amount available for payment and allotted to this incrementally funded contract is:

	Basic	Option 1
Funded Cost	\$3,232,744.37	\$ 988,354.50
Funded Fee	\$ 182,598.17	\$ 56,645.50
TOTAL FUNDS	\$ <u>3,415,342.54</u>	\$ <u>1,045,000.00</u>

Insert this paragraph (b):

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$4,460,342.54 which includes a fixed fee amount of \$239,243.67. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

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

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

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period

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exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

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

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

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

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

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

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (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

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Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

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

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

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

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(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: [Jessica Flynn, \(301\) 757-2621, email: jessica.flynn@navy.mil](mailto:jessica.flynn@navy.mil)

NAVSEA 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 209,209 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 (Offeror to fill-in) 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.

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the 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:

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$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work 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.

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SECTION I CONTRACT CLAUSES

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

ALLOWABLE COST AND PAYMENT (52.216-7)(DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as the work progresses, but (except for small business concerns) not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with the Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

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(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued cost of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

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(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification of the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

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(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-8 Fixed Fee. (Mar 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals. (End of clause)

Note: Fee Calculation

Funding Amount x Fee Percentage = Amt allotted for Fee

52.217-8 Option to Extend Services (Nov 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 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.

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(End of clause)

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

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-14 Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

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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 Naval Air Station, Patuxent River, MD 20670. 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 [Arne Anderson]. All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 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.

52.232-22 -- Limitation of Funds. (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85 percent of

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(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f) (2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any

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costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment P1 - Workforce Qualifications

Attachment 1 - Signed CDRLs (A001 - A003)

Attachment 2 - DD Form 254

Attachment 3 - COR Appointment Letter

Attachment 4 - ACOR Appointment Letter

Attachment 5 - QASP