

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER 18		3. EFFECTIVE DATE 11/19/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300891748		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N68335		7. ADMINISTERED BY (If other than Item 6) CODE		SCD C	
NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst, NJ 08733-5060							

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Specialty Systems Inc 1451 Highway 37 West Toms River, New Jersey 08755		<input checked="" type="checkbox"/> (X)	9A. AMENDMENT OF SOLICITATION NUMBER
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/> (X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-14-D-7931/4Y01
CODE 1U468		FACILITY CODE 061853768	
		10B. DATED (SEE ITEM 13) 08/12/2015	

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Katelyn O'Connor , Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		/s/Katelyn O'Connor (Signature of Contracting Officer)	11/19/2020

General Information

Contract Specialist:

Shara Ruth

Phone: 732-323-1096

Email: shara.ruth@navy.mil

COR:

James Hing, PhD

Phone: 732-323-4167

Email: James.hing@navy.mil

Specialty Systems POC:

Amanda Douglas

Phone: 732-341-1101 x205

Email: Adouglas@specialtysystems.com

The purpose of this modification is to:

1. Incrementally Fund CLIN 7501.
2. All other terms and conditions remain unchanged.

Funding supports the following PR:

PR 1300874809 Total [REDACTED] (SOW Paragraph 3.0)

SLIN 750103 for [REDACTED]

The tasking directly supports the ALRE S&T Transition Team providing project management, technical analysis, planning, and support resulting in work products for the NAVAIR Lakehurst Programs, to include the AAG, EMALS, SLMP, and IMOVLAS Programs. The contractor shall assist the Team Lead and Team in the ALRE Flight Planning process for PMA 251.

The Line of Accounting information is hereby changed as follows:

750103:

From:

To: BB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005884110

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

CLIN/SLIN	Fund Type	From	By	To
750103	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the task order is hereby increased/decreased from [REDACTED] to [REDACTED].

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 50			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-14-D-7931		2. DELIVERY ORDER/CALL NO. 4Y01		3. DATE OF ORDER/CALL (YYYYMMDD) 2020NOV19	4. REQUISITION/PURCH REQUEST NO. 1300891748	5. PRIORITY Unrated		
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst, NJ 08733-5060			7. ADMINISTERED BY (If other than 6) SCD: C		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR NAME AND ADDRESS Specialty Systems Inc 1451 Highway 37 West Toms River, NJ 08755			FACILITY 061853768		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			
					11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
					12. DISCOUNT TERMS Net 30 Days WAWF			
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G			
14. SHIP TO SEE SECTION F			15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Specialty Systems Inc NAME OF CONTRACTOR			Ryan Erdei SIGNATURE		Ryan Erdei TYPED NAME AND TITLE			
					DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE								
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA /s/Katelyn O'Connor BY:			11/19/2020 CONTRACTING/ORDERING OFFICER		25. TOTAL [REDACTED]
						26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						34. CHECK NUMBER		
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.		

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R408	Labor for Base Year. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████	████████	████████
700101	R408	Funding for CLIN 7001 - Labor in the amount of ██████████ (WCF)					
700102	R408	Funding for CLIN 7001 - Labor in the amount of ██████████ (RDT&E)					
700103	R408	Funding for CLIN 7001 - Labor in the amount of ██████████ (RDT&E)					
700104	R408	Funding for SLIN 700104 has been decreased from ██████████ ██████████ (RDT&E)					

Cost Type / NSP Items:

7002	Deliverables associated w/ CDRLS - Base Year	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R408	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████	████████	████████
710101	R408	Funding for CLIN 7101 Labor in the amount of ██████████ (WCF)					
710102	R408	Funding for CLIN 7101 Labor in the amount of ██████████ (OPN)					
710103	R408	Funding for CLIN 7101 Labor in the amount of ██████████ (OPN)					
710104	R408	Funding for CLIN 7101 Labor in the amount of ██████████ (RDT&E)					
710105	R408	Funding for CLIN 7101 Labor in the amount of ██████████ (RDT&E)					

Cost Type / NSP Items:

7102	Deliverables associated w/ CDRLS - Option Year I	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R408	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████████	██████████	██████████
720101	R408	Funding in support of a CLIN 7201 in the amount of ██████████ (WCF)					
720102	R408	Funding in support of a CLIN 7201 in the amount of ██████████ (WCF)					
720103	R408	Funding in support of a CLIN 7201 in the amount of ██████████ (WCF)					
720104	R408	Funding in support of a CLIN 7201 in the amount of ██████████ ██████████ ** (WCF)					

Cost Type / NSP Items:

7202	Deliverables associated w/ CDRLS - Option Year II	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R408	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████████	██████████	██████████
730102	R408	Funding in support of a CLIN 7301 in the amount of ██████████ *Re-ob from CLIN 7201/SLIN 04** (WCF)					
730103	R408	Funding in support of a CLIN 7301 in the amount of ██████████ ██████████ ██████████ (RDT&E)					
730104	R408	Funding in support of a CLIN 7301 in the amount of ██████████ (WCF)					
730105	R408	Funding in support of a CLIN 7301 in the amount of ██████████ (RDT&E)					
730106	R408	Funding in support of a CLIN 7301 in the amount of ██████████ ██████████ ██████████ (OPN)					

Cost Type / NSP Items:

7302	Deliverables associated w/ CDRLS - Option Year III	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R408	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████████	██████████	██████████
740101	R408	Funding in support of a CLIN 7401 in the amount of ██████████ (WCF)					
740102	R408	Funding in support of a CLIN 7401 in the amount of ██████████ (O&MN,N)					
740103	R408	Funding in support of CLIN 7401 in the amount of ██████████ (RDT&E)					

Cost Type / NSP Items:

7402	Deliverables associated w/ CDRLS - Option Year IV	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7501	R408	Labor for Option Period V. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████████	██████████	██████████
750101	R408	Funding in support of CLIN 7501 in the amount of ██████████ (WCF)					
750102	R408	Funding in support of CLIN 7501 in the amount of ██████████ (O&MN,N)					
750103	R408	Funding in support of CLIN 7501 in the amount of ██████████ (RDT&E)					

Cost Type / NSP Items:

7502	Deliverables associated with CDRLs - Option Year V	1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7601	R408	Labor for Option Period VI. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	██████████	██████████	██████████

Cost Type / NSP Items:

7602	Deliverables associated with CDRLs - Option Year VI	1.00	Lot	NSP
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Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	Travel for the Base Year. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████
900101	R408	Funding for SLIN 900101 has been decreased from ██████████ (WCF)			
900102	R408	Funding for SLIN 900102 has been decreased from ██████████ (RDT&E)			
900103	R408	Funding for CLIN 9001 - Travel in the amount of ██████████ (RDT&E)			
900104	R408	Funding for SLIN 900104 has been decreased from ██████████ (RDT&E)			
9002	R408	Material for the Base Year. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████
9101	R408	Travel for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████
910101	R408	Funding for CLIN 9101 Travel in the amount of ██████████ (WCF)			
910102	R408	Funding for CLIN 9101 Travel in the amount of ██████████ (WCF)			
910103	R408	Funding for CLIN 9101 Travel in the amount of ██████████ (RDT&E)			
910104	R408	Funding for CLIN 9101 Travel in the amount of ██████████ (RDT&E)			
9102	R408	Material for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	██████
9201	R408	Travel for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████
920101	R408	Funding in support of CLIN 9201 in the amount of ██████████ (WCF)			
920102	R408	Funding in support of CLIN 9201 in the amount of ██████████ (WCF)			
920103	R408	Funding in support of CLIN 9201 in the amount of ██████████ (WCF)			
9202	R408	Material for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████
9301	R408	Travel for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930102	R408	Funding in support of a CLIN 9301 in the amount of [REDACTED]*Re-ob from CLIN 9201/SLIN 03** (WCF)			
930103	R408	Funding in support of a CLIN 9301 in the amount of [REDACTED] (WCF)			
9302	R408	Material for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	[REDACTED]
9401	R408	Travel for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	[REDACTED]
940101	R408	Funding in support of a CLIN 9401 in the amount of [REDACTED] (WCF)			
9402	R408	Material for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	[REDACTED]
9501	R408	Travel for Option Period V. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	[REDACTED]
9502	R408	Material for Option Period V. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	[REDACTED]
9601	R408	Travel for Option Period VI. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	[REDACTED]
9602	R408	Material for Option Period VI. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	[REDACTED]

Clauses specified in Section B of the basic SeaPort-e contract are incorporated into this Task Order, as applicable.

This acquisition is a 100% Set-Aside for Small Business, applicable **Zone - 1 Northeast Zone**.

This Task Order is issued in accordance with the terms and conditions of the SeaPort-e Multiple Award Contract (MAC). Only Clauses and provisions requiring fill-ins, or unique to the Task Order, have been included in full text in the Task Order.

This Task Order is for a total potential performance period of five years, inclusive of options.

This Task Order has Cost-Plus-Fixed-Fee and Cost-Reimbursement (non-fee bearing) items.

Cost-Plus-Fixed-Fee CLINs are: Labor 7001, 7101, 7201, 7301 and 7401

Cost-Reimbursement (non-fee bearing) CLINs are: Travel (CLINs 9001, 9101, 9201, 9301, 9401) and Material (CLINs 9002, 9102, 9202, 9302, 9402)

Not Separately Priced CLINs are: Contract Data Requirements List (CDRL) CLINs 7002, 7102, 7202, 7302, 7402

The Labor CLINS for the Base Period of the Task Order, and for the option periods if exercised, will be Cost Plus Fixed Fee.

For informational purposes only, the Government Estimate per period is as follows. If the offeror deviates from the Government Estimates the offeror must provide a detailed description of their Technical Solution for the deviation:

Labor Category Estimated Hours for Each Year –

Labor Category	Base	Option I	Option II	Option III	Option IV
██████████	████	████	████	████	
██████████	████	████	████	████	████
██████████			████		

Total Hours over ████ Years: █████

*Denotes Key Personnel

Travel/Material Estimate

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

Note: For proposal purposes all offerors shall use the estimated labor categories, labor hours, travel, and material.

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

CLINS 7001 Labor for Base Period, 7101 Labor for Option Period I, 7201 Labor for Option Period II, 7301 for Option Period III, and 7401 for Option Period IV are Cost Plus Fixed Fee.

CLINS 7002 Deliverables for Base Period, 7102 Deliverables for Option Period I, 7202 Deliverables for Option Period II, 7302 Deliverables for Option Period III, and 7402 Deliverables for Option Period IV are NOT SEPARATELY PRICED.

CLINS 9001 Travel for Base Period, 9101 Travel for Option Period I, 9201 Travel for Option Period II, 9301 Travel for Option Period III, and 9401 Travel for Option Period IV are Cost, as no fee is allowed on Travel.

CLINS 9002 Material for Base Period, 9102 Material for Option Period I, 9202 Material for Option Period II, 9302 Material for Option Period III, and 9402 Material for Option Period IV are Cost.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVESEA)(DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of █████ or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed

to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

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

(b) The Government shall make 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 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, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) - ALT I (JUN 2013)

(a) The level of effort estimated to be ordered during the term of this contract/order is [REDACTED] man-hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows: See Section B Above

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than [REDACTED] of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from [REDACTED] of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than [REDACTED] of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform until the level of effort expended equals [REDACTED] of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than [REDACTED] of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

Section C - Description/Specifications/Statement of Work

Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this Task Order.

Item Labor (CLIN 7001) and Option Items (CLINs 7101, 7201, 7301, and 7401). The Contractor shall provide SERVICES in accordance with Section C - Statement of Work (SOW) for Program Management Support to AIR-1.3.1, unless otherwise specified.

Item Deliverables (CLIN 7002) and Option Items (CLINs 7102, 7202, 7302, and 7402). The Contractor shall provide DATA as specified in Exhibit A - Contract Data Requirements List for CDRL A001 as required in the SOW below.

Item Travel (CLIN 9001) and Option Items (CLINs 9101, 9201, 9301, and 9401). The Contractor shall provide TRAVEL in support of CLINs 7001, 7101, 7201, 7301, and 7401 in accordance with the SOW below.

Item Material (CLIN 9002) and Option Items (CLINs 9102, 9202, 9302, and 9402). The Contractor shall provide MATERIAL in support of CLINs 7001, 7102, 7202, 7302, and 7402 in accordance with the SOW below.

STATEMENT OF WORK (SOW) FOR PROGRAM MANAGEMENT AND PROJECT SUPPORT SERVICES

1.0 Scope / Introduction / Mission Areas:

The tasks contained within this Statement of Work (SOW) are in support of the NAVAIR/NAWCAD Program Management Competency for the identification, definition & development of future Aircraft Launch and Recovery Equipment (ALRE), Aviation Data Management and Control System (ADMACS) and Support Equipment (SE) System Initiatives for Naval Aviation. This includes efforts supporting the program management planning & development of approaches for sponsorship and implementation of these initiatives. Secondly, this SOW covers support of the NAWCAD 1.0 competency as described below.

2.0 Applicable Documents:

No specific DoD military specifications or standards are applicable as required for performance of these Tasks or deliverables.

3.0 Tasks:

- Prepare advanced concept development program requirements (cost, schedule, performance) for Naval Aviation initiatives regarding ALRE, ADMACS and SE systems.
- Prepare future program architectural approaches for the advanced concept developments for ALRE, ADMACS and SE systems.
- Provide Program Management support to various NAVAIR Lakehurst ALRE, ADMACS and SE Program Managers for identification, definition & implementation of Future ALRE, ADMACS and SE Program initiatives.
- Provide Program Management support to various NAVAIR Lakehurst ALRE, ADMACS and SE Program Managers for upcoming POM cycle Issue Papers for the identification & definition of Future ALRE, ADMACS and SE Program initiatives.
- Provide Programmatic Information Technology concepts, ideas & support for Future ALRE, ADMACS and SE programs and processes along with improvement insertion into current ALRE, ADMACS & SE systems.
- Provide new creative Ideas for Future ALRE, ADMACS and SE initiatives focusing on potential benefits to Naval Aviation in terms of efficiency (e.g. reducing operational costs & manning) and enhancing effectiveness for the warfighter.

- Facilitate/manage/chair onsite the NAVAIR Lakehurst cross-competency team "Future Aviation Concepts Team" (FACTS) to brainstorm, define and refine new concepts for Future ALRE, ADMACS and SE initiatives.
- Identify, define and monitor all potential sponsors across DoD that are/will/could be available to sponsor new Future ALRE, ADMACS and SE initiatives. Prepare, provide and maintain a complete DoD sponsor identification matrix.
- Prepare new Future ALRE, ADMACS and SE initiative Concepts and detailed Proposal Packages and Briefs matched to and for presentation to potential Sponsors and stakeholders across all DoD, such as Defense Acquisition Challenge Program (DACP), Quick Reaction Fund Program (QRFP), ONR, DoD/DoN e-business office(s) and Rapid Technology Transfer (RTT) sponsors, in accordance with their respective submission requirements.
- Prepare and brief (annually) the NAVAIR Lakehurst Program Management Team on Future ALRE, ADMACS and SE initiatives.
- Research, analyze and prepare recommendations and options for changes and improvements to the NAWCAD 1.0 Program Management Competency, as to enhance the efficiency and effectiveness of the competency.

4.0 Government-Furnished Property:

None.

5.0 Security Requirements:

None specific to this tasking requiring DD254.

6.0 Deliverables – Contract Delivery Requirements List (CDRL)

CDRL A001: Monthly Progress Report CDRL

The contractor shall prepare a monthly status report that documents the status of contractor efforts toward achieving contract objectives. This report will be information and will be dependent on delivery order implementation. One report is to encompass all applicable CDRL usage, by month. The report is to identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report is to also include a detail listing of all material purchases, including the specific cost of each item procured. The contractor will track and maintain progress and financial information for efforts defined in this SOW. Monthly status report will include such items as description of work accomplished for the reporting period, problem areas and actions taken, work planned for the next reporting period, and financial status showing reporting period and year-to-date status. (CDRL A001 as appropriate per month).

At a minimum, CDRL A001 will contain the following minimum information:

Task Order #
 Period of Performance
 Task Order Title
 Task Order TPOC Info
 Labor Categories Proposed (by Prime/by Sub)/Expended
 Labor Categories Proposed (by On/Off Site)/Expended
 Labor \$'s Proposed/Funded/Expended
 Fixed Fee Proposed/Funded/Expended
 Travel Proposed/Funded/Expended
 Material/ODC's Proposed/Funded/Expended
 Total Task Order Proposed/Funded/Expended

7.0 Schedule

The period of performance is:

- Initial task Order– 12 Aug 2015 through 11 Aug 2016
- 4 Option years from 12 Aug 2016 through 11 Aug 2020

8.0 Place of Performance

The place of performance will be on-site at NAVAIR Lakehurst, NJ and/or off-site at the Contractor's facility as required by the Government. During the performance of the tasks under this contract, the contractor personnel shall be required to commute between NAVAIR Lakehurst 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 and attending meetings. The Contractor must support meetings at NAVAIR Lakehurst, NJ within 90 minutes of meeting notification.

9.0 Travel

9.1 The contractor shall be required to travel and/or work on-site at the Government's request.

9.2 All travel expenses shall be authorized by the Contracting Officer Representative (COR), and only those travel expenses having valid receipts and travel claims is to be reimbursed to the contractor as Other Direct Costs. Travel shall be reimbursed at cost in accordance with the Department of Defense Joint Travel Regulations and clause 5252.232-9509, "Reimbursement of Travel, Per Diem, and Special Material Costs".

9.3 All travel costs will be reported in the monthly status report as well as monitored by the Contractor to ensure yearly ceiling is not exceeded. (CDRL A001).

10.0 Labor Category – Personnel Qualifications - (GS Equivalent 14 Step 5)

10.1 Background:

The requirement is for two fulltime Project Manager positions that require Project and Technical background as foundational to the Project Manager role.

10.2 [REDACTED]:

[REDACTED] Function [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 Lakehurst Naval Base, NJ. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient.

The quarterly reports are to be addressed to the Task Order Manager. All losses are to have the permanent badges returned to the local security office on the last day of the individual's task requirement.

REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

Section D - Packaging and Marking

Clauses specified in Section D of the Seaport basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be submitted to the COR at the address indicated in Section G, Clause 5252.201-9501.

Item Deliverables (CLIN 7002) and Option Items (CLINs 7102, 7202, 7302, and 7402). - The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRLs). Unless otherwise directed, all deliverables shall be delivered to the COR for purposes of HQ-D-2-0008, "Marking of Reports."

ITEMS 7001 THROUGH 9402- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22 M Dated January 1995.

TASK ORDER CLAUSE D.1 DELIVERABLES MEDIA

The contractor shall provide CDRL A001; in accordance with the CDRL. The contractor shall use best commercial practices for formatting deliverable under this Task Order.

TASK ORDER CLAUSE D.2 MARKINGS FOR ELECTRONIC DELIVERY

Electronic copies shall be delivered via e-mail attachment. The contractor shall label each electronic delivery with the Task Order Number and Project Title in the subject line of the e-mail transmittal. The contractor shall include a transmittal letter with all formal data submittals that defines the contents of the data shipment, including the following information as applicable:

- Item name and serial number
- Specification number
- Commercial and Government Entity (CAGE) Code
- Task Order number
- CDRL number
- Submittal type – preliminary, final.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number/task order number
- (3) task order dollar amount
- (4) sponsor:
(Name of Individual Sponsor)
(Name of Requiring Activity)
(City and State)
- (5) Program Description/Program Manager
- (6) Contractor's point of contact name and phone number

Section E - Inspection and Acceptance

Clauses specified in Section E of the basic SeaPort-e contract are hereby fully and expressly incorporated into this Task Order.

Labor CLINs (7001, 7101, 7201, 7301, and 7401) will be inspected in accordance with the Quality Assurance Plan (QASP) (Attachment 1) and accepted via DD250.

Data CLINs (7002, 7102, 7202, 7302, and 7402) will be inspected in accordance with the QASP (Attachment 1) and accepted in accordance with Exhibit A.

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

Items - Labor CLINs (7001, 7101, 7201, 7301, and 7401) - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/ Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C of the SOW and Section J, Attachment 1 - QASP. Final acceptance of all associated CDRLs, DD Form 1423 Exhibit A (A001-A002) under the associated items (CLINs 7001, 7101, 7201, 7301, and 7401) must be completed prior to final acceptance of the services identified herein prior to final acceptance of the services identified herein.

Items - Data CLINs (7002, 7102, 7202, 7302, and 7402) - Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001) Contract Data Requirements List, DD Form 1423 in support of CLINs 7002, 7102, 7202, 7302, and 7402. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

The COR will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The QASP for this task order includes the COR performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the COR for technical accuracy of deliverables, the general quality of services, timeliness, cost control, the contractor's responsiveness to customers, and team stability and cooperation with other IDIQ holder terms.

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any

fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR)(JULY 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: Insert name and code of inspector Gerard Mollo

Activity: 1.3

Address: Hwy 547 Lakehurst, NJ

Phone: 732-323-7172

(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.

Section F - Deliveries or Performance

Clauses specified in Section F of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

The full performance start date is 12 Aug 2015 and will continue through 11 Aug 2020.

Services to be performed hereunder are provided in the SOW.

Services to be performed hereunder will be provided at approximately 100% at the Contractor's site.

CLIN - DELIVERIES OR PERFORMANCE

The estimated Period of Performance for the Base Period CLINs is:

12 AUG 2015 - 11 AUG 2016.

The estimated Period of Performance for the Option Period I CLINs is:

12 AUG 2016 - 11 AUG 2017.

The estimated Period of Performance for the Option Period II CLINs is:

12 AUG 2017 - 11 AUG 2018.

The estimated Period of Performance for the Option Period III CLINs is:

12 AUG 2018 - 11 AUG 2019.

The estimated Period of Performance for the Option Period IV CLINs is:

12 AUG 2019- 11 AUG 2020.

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

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

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

Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1)

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: [same as above]

(End of Provision)

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

The services to be performed herein shall be performed at: 100% off site at the Contractor's facility.

The Period of Performance of the following Firm items are as follows:

7001	08/12/2015 - 08/11/2016
7101	08/12/2016 - 08/11/2017
7201	08/12/2017 - 08/11/2018
7301	08/12/2018 - 08/11/2019
7401	08/12/2019 - 08/11/2020
7501	08/12/2020 - 08/11/2021
9001	08/12/2015 - 08/11/2016
9002	08/12/2015 - 08/11/2016
9101	08/12/2016 - 08/11/2017
9102	08/12/2016 - 08/11/2017
9201	08/12/2017 - 08/11/2018
9202	08/12/2017 - 08/11/2018
9301	08/12/2018 - 08/11/2019
9302	08/12/2018 - 08/11/2019
9401	08/12/2019 - 08/11/2020
9501	08/12/2020 - 08/11/2021
9502	08/12/2020 - 08/11/2021

The Period of Performance of the following Option items are as follows:

7601	08/12/2021 - 08/11/2022
9402	08/12/2019 - 08/11/2020
9601	08/12/2021 - 08/11/2022
9602	08/12/2021 - 08/11/2022

Section G - Contract Administration Data

Note: All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following.

TYPE OF CONTRACT: This is a cost plus fixed-fee level of effort task order.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (SEP 2012)

(a) The Contracting Officer has designated **Gerry Mollo** 732-323-7172 or gerard.mollo@navy.mil as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: **Assigned in the COR appointment letter**

(b) The effective period of the COR designation is **the period of performance of this contract**

TASK ORDER ADMINISTRATION G.2.1 CONTRACTING OFFICER (CO)

Naval Air Warfare Center Aircraft Division Lakehurst

ATTN: Elaine Lovering

Highway 547, Bldg. 562-3, Attn: 2.5.2.2.3

JBMDL, New Jersey 08733-5082

Telephone: 732-323-5221

Email: Elaine.lovering@navy.mil

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
N/A	[N/A]
Repeat as necessary.	

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

Additional Functions	Retained for Performance By:
[N/A]	[N/A.]

Repeat as necessary.

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

252.232-7006 Wide Area WorkFlow Payment Instructions (May 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

_____ Cost Voucher _____

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

_____ N68335 _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF
Pay Official DoDAAC

Data to be entered in WAWF
HQ0337

Issue By DoDAAC	N68335
Admin DoDAAC	S3915A
Inspect By DoDAAC	N68335
Ship To Code	n/a
Ship From Code	n/a
Mark For Code	n/a
Service Approver (DoDAAC)	N68335
Service Acceptor (DoDAAC)	N68335
Accept at Other DoDAAC	n/a
LPO DoDAAC	n/a
DCAA Auditor DoDAAC	n/a
Other DoDAAC(s)	n/a

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

gerard.mollo@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

gerard.mollo@navy.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

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

█ Base 12 August 2015 - 11 August 2016

█ Option Year 1: 12 August 2016 – 11 August 2017

█ Option Year 2: 12 August 2017- 11 August 2018

[REDACTED]	Option Year 3: 12 August 2018 – 11 August 2019
[REDACTED]	Option Year 4: 12 August 2019 – 11 August 2020
[REDACTED]	Option Year 5: 12 August 2020 - 11 August 2021
[REDACTED]	Option Year 6: 12 August 2021 - 11 August 2022
[REDACTED]	TOTAL

(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 5the amount(s) are expected to cover.

(c) CLINs/SLINs [REDACTED] 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

Total: [REDACTED]

Funds This Previous Balance Action Funding Available
Unfunded

PGI 204.7108 Payment instructions.

In accordance with the PGI 204-7108 instructions, the standard payment instructions provided for in paragraphs (d)(7) through (d)(11) are not appropriate for utilization in this contract. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications. The contract structure or receipt of funding does not allow for a single funding line on each CLIN, and task performance does not allow for sequential payment of ACRNS or prorated payment against all ACRNs. In order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies. Payment shall be made in accordance with the contractor identification of the CLIN and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the task, WBS performance, and applicable funding

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

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

700101 130051789800001 [REDACTED]

LLA :

AA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003004241

700102 130051789800003 [REDACTED]

LLA :

AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003004241

900101 130051789800002 [REDACTED]

LLA :

AA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003004241

900102 130051789800004 [REDACTED]

LLA :

AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003004241

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 02

700103 130052759700001 [REDACTED]

LLA :

AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003073847

900103 130052759700002 [REDACTED]

LLA :

AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003073847

MOD 02 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 03

700104 130053615100001 [REDACTED]

LLA :

AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003161616

900104 130053615100002 [REDACTED]

LLA :

AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003161616

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

710101 130058635200001 [REDACTED]
LLA :
AF 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003546380

910101 130058635200002 [REDACTED]
LLA :
AF 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003546380

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

710102 130059759900001 [REDACTED]
LLA :
AG 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003618799

710103 130059759900002 [REDACTED]
LLA :
AH 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003618799

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

700104 130053615100001 [REDACTED]
LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003161616

710104 130053615100004 [REDACTED]
LLA :
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003161616

900101 130051789800002 [REDACTED]
LLA :
AA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003004241

900102 130051789800004 [REDACTED]

LLA :

AB 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003004241

900104 130053615100002 [REDACTED]

LLA :

AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003161616

910102 130051789800006 [REDACTED]

LLA :

AJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003004241

910103 130051789800007 [REDACTED]

LLA :

AJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003004241

910104 130053615100005 [REDACTED]

LLA :

AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003161616

MOD 06 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 07

710105 130061594800001 [REDACTED]

LLA :

AL 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003772630

MOD 07 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 08

720101 130065306300001 [REDACTED]

LLA :

AM 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004062544

720102 130065306300002 [REDACTED]

LLA :

AN 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004062544

720103 130066265600001 [REDACTED]

LLA :

AP 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004124331

920101 130065306300003 [REDACTED]

LLA :

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920102 130066265600002 [REDACTED]

LLA :

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MOD 08 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 09

720104 130068541600001 [REDACTED]

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004308546

920103 130068541600002 [REDACTED]

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004308546

MOD 09 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 10

720104 130068541600001 [REDACTED]

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004308546

730102 130068541600004 [REDACTED]

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004308546

730103 130073278300001 [REDACTED]

LLA :

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920103 130068541600002 [REDACTED]

LLA :

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930102 130068541600006 [REDACTED]

LLA :

AQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004308546

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

730104 130075516200001 [REDACTED]
LLA :
AS 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004813449

730105 130075508600001 [REDACTED]
LLA :
AU 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004813900

930103 130075516200002 [REDACTED]
LLA :
AT 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004813449

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

730106 130075854800001 [REDACTED]
LLA :
AV 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004838176

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

730103 130073278300001 [REDACTED]
LLA :
AR 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004640705

730106 130075854800001 [REDACTED]
LLA :
AV 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004838176

740101 130080241600001 [REDACTED]
LLA :

AW 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005204710

740102 130080595200001 [REDACTED]

LLA :

AX 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005226462

940101 130080241600002 [REDACTED]

LLA :

AW 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005204710

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

Accounting Data

CLIN/SLIN	PR Number	Amount
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N00178-14-D-7931-4Y0115

740103 130085284700001 [REDACTED]

LLA :

AY 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005609132

Standard Document #:

MOD 15 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N00178-14-D-7931-4Y0116

750101 130087406400001 [REDACTED]

LLA :

AZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005749607

Standard Document #:

MOD 16 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N00178-14-D-7931-4Y0117

750102 130087480900001 [REDACTED]

LLA :

Accounting Data

BA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005756567

Standard Document #:

MOD 17 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N00178-14-D-7931-4Y0118

750103 130089174800001 [REDACTED]

LLA :

BB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00005884110

Standard Document #:

MOD 18 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

Section H - Special Contract Requirements

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following.

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS WHICH INHIBIT COMPETITION (NAVAIR)(OCT 2005)

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

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

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

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

(c) Since the ISC is neither an employee nor an 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.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be

considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Patrick Smith

Code: 2.5.2.2.3

Phone: 732-323-7754, E-mail: Patrick.w.smith@navy.mil

Naval Air Warfare Center Aircraft Division

JBMDL, NJ 08733

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (DEC 2014)

(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 any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments

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

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

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

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

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter 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)".

5252.204-9505 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-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.

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 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 [REDACTED] on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

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

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

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

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
 - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
- (2) For each covered employee--
 - (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation—
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
 - (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

- (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
 - (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed [REDACTED]; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 “Ordering”.

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment [2] in Section J.

(e) See Attachment [2] in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment [2] in Section J.

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

Contract	Nomenclature/	Part/	Mfg	Serial	Quantity/	As Is: Yes/No	Unit Acq
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Number	Description	Model/ Number		Number (Unique Item Identifier)	Unit of Issue		Cost
NONE							

(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NMCI Services provided for off-site contractors – As noted in the Navy NET System. (The list specific to the order/contract can be obtained by the COR from the designated NMCI POC or AIR 7.2.)						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the “Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors”, DoD 4000.25-1- M, Chapter 11, which is available at <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm-pubs.asp>. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

Contract Clauses in Section I in the Contractor's Basic Seaport-e IDIQ are incorporated into this task order by reference.

52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a

different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Level of Effort Task Order. This procurement will have a one year base period and four (4) one (1) year option periods.

52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)

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

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in--

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

*

 *(To be completed at time of award)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2

of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of [REDACTED] and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of [REDACTED].

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.215-7008 ONLY ONE OFFER (JUN 2012)

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.

(c) If negotiations are conducted, the negotiated price should not exceed the offered price.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small BusinessInnovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial ComputerSoftware and

Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software. The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software.

Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

- (1) The services being acquired are highly unique or specialized;
- (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
- (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

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.

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 used in performance of this Task Order.

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

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

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

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

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

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

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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

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

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 12 months after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which 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 12 months 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 12 months 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 9.505-4)

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 12 month prohibition after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar 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.

Section J - List of Attachments

Attachment 1: QASP

Attachment 2: NMCI Form

Exhibit A: CDRLs A001-A003

Attachment Number	File Name	Description
	NMCI_Form_Attachment_2.doc	Attachment 2 NMCI Form
	Attachment_1_QASP.doc	Attachment 1 QASP