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(O&MN,N)

600003 Funding for CLIN  
6000,  
(O&MN,N)

600004 Funding for CLIN  
6000,  
(O&MN,N)

600005 Funding for CLIN  
6000,  
(OPN)

600006 Funding for CLIN  
6000,  
(OPN)

600007 Funding for CLIN  
6000,  
(O&MN,N)

600008 Funding for CLIN  
6000,  
(O&MN,N)

600009 Funding for CLIN  
6000,  
(O&MN,N)

600010 Funding for CLIN  
6000,  
(RDT&E)

6001 NMCI in support 1.0 Lot  
of CLIN 4000 -  
Option 1 (TBD)

600101 Funding for CLIN  
6001.  
(RDT&E)

600102 Funding for CLIN  
6001.  
(OPN)

600103 Funding for CLIN  
6001.  
(OPN)

600104 Funding for CLIN  
6001.  
(OPN)

600105 Funding for CLIN  
6001.  
(O&MN,N)

600106 Funding for CLIN  
6001.  
(OPN)

600107 Funding for CLIN  
6001.  
(OPN)

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600108	Funding for CLIN 6001. (O&MN,N)	
600109	Funding for CLIN 6001. (OPN)	
600110	Funding for CLIN 6001. (OPN)	
600111	Funding for CLIN 6001. (RDT&E)	
6002	Material in support of CLIN 4000 - Option 1 (TBD)	1.0 Lot
600201	Funding for CLIN 6002, (RDT&E)	
600202	Funding for CLIN 6002, (O&MN,N)	
600203	Funding for CLIN 6002, (O&MN,N)	
600204	Funding for CLIN 6002, (OPN)	
6003	Travel in support of CLIN 4001 - Option 2 (TBD) Option	1.0 Lot
6004	NMCI in support of CLIN 4001 - Option 2 (TBD) Option	1.0 Lot
6005	Material in support of CLIN 4001 - Option 2 (TBD) Option	1.0 Lot
6006	Travel in support of CLIN 4002 - Option 3 (TBD) Option	1.0 Lot
6007	NMCI in support of CLIN 4002 - Option 3 (TBD) Option	1.0 Lot
6008	Material in	1.0 Lot

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support of CLIN  
4002 - Option 3  
(TBD)  
Option

6009	Travel in support of CLIN 4003 - Option 4 (TBD) Option	1.0 Lot
6010	NMCI in support of CLIN 4003 - Option 4 (TBD) Option	1.0 Lot
6011	Material in support of CLIN 4003 - Option 4 (TBD) Option	1.0 Lot
6012	Travel in support of CLIN 4004 - Option 5 (TBD) Option	1.0 Lot
6013	Material in support of CLIN 4004 - Option 5 (TBD) Option	1.0 Lot

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be xxx total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. See chart below:

CLIN 1000--Base:  
CLIN 4000--Option 1:  
CLIN 4001--Option 2:  
CLIN 4002--Option 3:  
CLIN 4003--Option 4:  
CLIN 4004--Option 5:

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero (0) manhours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the tota

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

(f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)/Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 INTRODUCTION

PMA-213, the Naval Air Traffic Management Systems Program Office, is comprised of the following programs in support of Program Executive Office (Tactical Aircraft) (PEO(T): Ship Air Traffic Control (ATC) and Landing Systems (LS) Program (SHIPBOARD), Shore -Based ATC and LS Program (SHOREBASED), Combat Identification Systems (CID) Program, Marine Air Traffic Control and Landing Systems (MATCAL) Program, and Joint Precision Approach and Landing System (JPALS) Program. JPALS is a Navy -led Acquisition Category (ACAT) 1D Joint Program, with Increment 1 focusing on a Ship Based solution followed by aircraft platform solutions. Increment 2 focuses on the Land Based solutions. The CID Identification Friend or Foe (IFF) Mode 5 Program, a Navy ACAT II program, was given an OSD directive for Joint Initial Operational Capability (IOC) and Full Operational Capability (FOC), leading to a Joint Test Program, with Office of Secretary of Defense/Department of Operational Test & Evaluation (OSD/DOT&E) oversight. In addition, PMA -213 is the lead program office for Mode 5 Crypto Modernization by the National Security Agency (NSA), which requires significant joint leadership responsibilities. The programs are in use by operational Navy aircraft carriers, amphibious assault ships and Navy / Marine Corps airfields and also partners in the management of airspace such as the Federal Aviation Administration (FAA), the United States Air Force and United States Army. The systems ensure safe day, night, all weather and combat operations of aircraft during, marshalling and landing operations. Also, these systems supply critical information to Air Traffic Controllers aboard the carriers, amphibious assault ships and airfields. Any loss of technical capability will compromise our war fighte's ability to perform their missions, thus affecting the operational capability and flight safety of deployed forces. Naval Aviation has a requirement to ensure that its aircraft, ships, and airfields are equipped with air traffic control and approach and landing systems that are capable of safe takeoff, flight, and recovery at sea as well as ashore.

### 2.0 SCOPE OF WORK

The contractor shall provide program management support services in support of PMA -213 programs excluding MATCAL through all acquisition phases of system acquisition including research, design, development, and engineering; test and evaluation; training facilities and equipment; repair and modification; and in -service engineering and logistics support. The contractor shall provide program/project administration; integral and technical financial, acquisition, configuration, production, and information technology support. This Performance -Based Statement of Work (PBSOW) includes essential services for the technical execution of program/project administration required by the Naval Air Systems Command. Where applicable, contractor shall utilize Navy Enterprise Resource Planning (N-ERP) in the performance of this PBSOW. No item in this PBSOW shall be used to procure any services, which are inherently governmental services or personal services.

### 3.0 APPLICABLE DOCUMENTS

The following documents, or most recent version of same, at task order award, are necessary for proper performance under this task order.

INSTRUCTION 5000.2 12 May 2003

Operation of the Defense Acquisition System

DoD DIRECTIVE 5000.1 12 May 2003

The Defense Acquisition System

OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR A-11

Preparing, Submitting and Executing the Budget 30 June 2006

### 4.0 REQUIREMENTS

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PBSOW tasking is defined as follows:

**4.1 SHIPBOARD ATC, SHOREBASED ATC, CID, and EXPEDITIONARY Programs. Operations & Maintenance, Navy (OMN), Operations and Maintenance, Air Force (OMAF), and Other Operations and Maintenance Appropriations.**

Detailed Tasks:

**4.1.1** The contractor shall review technical improvement documentation for completeness and accuracy. Provide technical comments and recommendations on Ship Alteration (SHIPALT) documents and Base Electronics Systems Engineering Plans (BESEPs) and develop or review installation schedules derived from them. Review comments and recommendations that address installation and testing requirements for ATC, LS & CID in United States Navy/ United States Coast Guard (USN/USCG) ships (newly constructed or modernized) and at shore sites.

**4.1.2** The contractor shall review and analyze for completeness, technical accuracy, and format, data relating to ATC, LS & CID programs including engineering, and configuration documentation. Compare documentation to Navy directives, procedures, and specifications. Provide recommendations to correct deficiencies for ATC, LS & CID programs.

**4.1.3** The contractor shall provide draft program plans, milestones and delivery schedules (or recommend changes to existing plans) for ATC, LS & CID equipment and systems. These plans include Service Life Extension Programs (SLEP's) and Conversion in Lieu of Procurement (CILOPs) for shipboard and shore station ATC, LS & CID systems.

**4.1.4** The contractor shall provide support with planning, coordination of events, management support, program/project management, risk management, mitigation plans, and integration objectives. Develop, maintain, analyze and distribute various metrics on all facets of Program functions.

**4.1.5** The contractor shall review program management documentation and provide draft recommendations for executing plans for ATC, LS & CID programs and activities. The recommendations provided shall address managing risk during various phases of the ATC, LS & CID programs.

**4.1.6** The contractor shall attend, participate, support, analyze, provide input, develop, prepare and report on briefs point papers, reports, correspondence, meetings, conferences, and review boards.

**4.1.7** The contractor shall review and evaluate program efforts in the procurement, design services, advance planning and installation requirements. Update database(s) or documentation as required accurately reflecting changes and supporting the budget. Review, track and evaluate contract deliverables.

**4.1.8** The contractor shall review, provide analysis and recommendations concerning parts obsolescence, impacts, redesign options and proactive design initiatives and standardization, define and interpret high-level organizational engineering or logistic performance requirements and changes of projects, systems, and missions and the objectives and approaches to their achievement. Supporting tasks include: 1) mission analysis 2) analysis of program goals and objectives 3) requirements analysis 4) special studies and analysis and 5) modifying associated documentation.

**4.1.9** The contractor shall assess requirements and procedures of the Department of Defense (DOD) Defense Acquisition Process (DOD 5000.1 and DODI 5000.2M) for ATC&LS programs. Draft ATC & CID schedules and analyze equipment delivery dates versus required delivery dates. Provide draft plans recommending acquisition dates.

**4.1.10** The contractor shall review data and prepare draft plans, milestones and schedules for meeting programmed requirements in accordance with DOD 5000.1 and DODI 5000.2M. Monitor the progress of these reports and as changes occur, provide updates.

**4.1.11** The contractor shall research and collect data on Fleet generated Operational Capability Improvement Requests (OCIR). Draft inputs for quarterly reports and presentations.

**4.1.12** The contractor shall draft presentation packages for Program Office reviews and briefings. Provide

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presentation packages as back-up support for acquisition reviews.

**4.1.13** The contractor shall draft and review full-rate production milestone decision documentation to ensure compliance with the DoD 5000 series directives.

**4.1.14** The contractor shall draft various technical documents for ATC, LS & CID equipment. These documents include statements of work, specifications, and contract data requirements. Evaluate the accuracy and completeness of Government specifications for design, reliability, and supportability for ATC, LS & CID equipment. Provide analyses on risk, cost and benefit and recommend costeffective specification streamlining and tailoring.

**4.1.15** The contractor shall draft illustrated documentation on ATC, LS & CID equipment. This documentation shall include technical/engineering as well as logistics information.

**4.1.16** The contractor shall review Work Assignment Agreement (WAA) quarterly reports provided by Program Office and provide draft recommendations for changes to ensure technical requirements are met.

**4.1.17** The contractor shall review for completeness and accuracy ATC, LS & CID equipment plans and procedures. Compare Navy policies and procedures with those of other Government agencies.

**4.1.18** The contractor shall review ATC, LS & CID equipment lists provided by Program Office personnel and draft recommended equipment phase-out schedules.

**4.1.19** The contractor shall track financial documents initiated by Program Office personnel. Analyze financial data and report problems discovered. Gather and organize financial data in response to budget calls and ad hoc data calls. Provide financial data input to various automated financial management systems. Review and gather financial information using read-only access to official financial management systems. Report any problems discovered and recommend corrective action to the Program Office.

**4.1.20** The contractor shall provide support for budget execution and recommendations for optimal allocation of available resources. Provide support in all aspects of the budget planning, analysis, formulation, and execution. Provide support in preparing detailed analyses and estimates of annual funding needs for one or more future years. Provide support in gathering and comparing data about current and future programs/projects and activities with projected costs of operation.

**4.1.21** The contractor shall provide budgetary impacts of cost, schedule, and performance analysis, assessment and recommendations on how to reduce cost and schedule risk.

**4.1.22** The contractor shall create funding documents for Government release.

**4.1.23** The contractor shall collect, compile and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

**4.1.24** The contractor shall consolidate, organize, maintain, and modify databases of acquisition, budgetary, program execution, and contractual status information.

**4.1.25** The contractor shall perform financial reconciliation on obligations and expenditures on all funds, update/develop spreadsheets, cost databases, and financial status reports as required.

**4.1.26** The contractor shall provide support on fiscal year budget planning, program execution and out year planning to include development and preparation of funds execution document through NERP. Track and analyze business and financial data provided by the program office. Report any problems discovered and recommend corrective action to the program office.

**4.1.27** The contractor shall participate on OMN funded integrated product teams to provide acquisition support for the development of program documentation, schedules, plans or briefings as needed to support system sustainment programs.

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**4.1.28** The contractor shall review technical improvement documentation for completeness and accuracy. Provide technical comments and recommendations on Ship Alterations (SHIPALT's) and Base Electronics Systems Engineering Plans (BESEP's) and the resulting installation schedules. The technical comments and recommendations provided shall address installation, testing and risk management issues.

**4.1.29** The contractor shall evaluate, modify, develop, produce and integrate training system programmatic requirements, data, practices, philosophies, and documentation to ensure correlation with specifications, contract requirements, training development processes, and ability to meet mission requirements.

**4.1.30** The contractor shall recommend and provide draft program plans, milestones and delivery schedules for ATC, LS & CID equipment and systems, as well as presentation materials incorporating technical and schedule overviews. These plans include SLEP's and CILOP's for shore station ATC, LS & CID systems.

**4.1.31** The contractor shall research and collect data on ATC, LS & CID equipment and provide inputs for Program Status briefings from information developed by Government personnel.

**4.1.32** The contractor shall draft inputs for developmental AP's (Acquisition Plans), and TEMP's (Test and Evaluation Master Plans).

**4.1.33** The contractor shall oversee and coordinate provisions of the diverse range of organizational management functions required to ensure the smooth and efficient functioning of the organizations many components, and for development and implementation of related policies, processes and procedures.

**4.1.34** The contractor shall process, make changes, secure, download, track data, provide technical reports, project reports, draft presentation packages and back up data and test plans to support management within the programs.

**4.1.35** The contractor shall perform duties that involve direct interface with personnel and customers. These duties shall include the following: provide customers with accurate and complete information on processes, procedures, power point presentations, and documentation requirements; researching policy and procedural guidelines and historical files to identify precedents for unusual actions and to make recommendations concerning appropriate courses of action.

**4.1.36** The contractor shall make recommendations, research requirements and draft documents related to Information Assurance and Information Technology rules, regulations and instructions for PMA213 managed systems.

**4.1.37** The contractor shall provide a facility in the Lexington Park, MD area capable of hosting meetings at the Secret / NATO classification level for up to ten people.

**4.2 SHIPBOARD ATC, SHOREBASED ATC, Air Surveillance and Precision Approach Radar Control System (ASPARCS) and CID Programs. Other Procurement, Navy (OPN); Other Procurement, Army (OPA); Other Procurement, Air Force (OPAF); Aircraft Procurement, Navy (APN); Aircraft Procurement, Army (OPA); Other Procurement, Air Force (OPAF) Appropriations.**

Detailed Tasks:

**4.2.1** The contractor shall track and input OPN funded SHIPALTs, technical directive and field changes supporting ATC, LS & CID systems, upgrades and modifications into the Naval Sea Systems Command (NAVSEA) Afloat Master Planning System (AMPS) and associated databases and the SHIPALT processes. Coordinate these changes and interface with NAVSEA and Fleet personnel to ensure AMPS inputs are understood and adequately addressed.

**4.2.2** The contractor shall review technical improvement documentation for completeness and accuracy. Provide technical comments and recommendations on SHIPALT documents and BESEPs and develop or review installation schedules derived from them. Review comments, recommendations and address installation and testing requirements for ATC, LS & CID in United States Navy/United States Coast Guard (USN/USCG) ships (newly constructed or modernized) and at shore sites.

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4.2.3 Acquisition Management Support: The contractor shall provide engineering recommendations to the management team on the need for procurement documentation, reviews, and meetings. Attend, support, analyze, provide input and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards for technical/engineering evaluation. Support and participate in joint DoD and FAA working groups, conferences and meetings and provide written reports of proceedings. Research, make recommendations and draft documents related to information assurance and information technology rules and regulations for PMA213 managed systems.

**4.2.4** The contractor shall track and input OPN funded ASPARCS Engineering Change Proposals (ECP), technical directive and field changes supporting ASPARCS systems, upgrades and modifications. Coordinate these changes and interface with Fleet Users and Fleet operational personnel to ensure inputs are understood and adequately addressed.

**4.2.5** The contractor shall review comments and recommendations that shall address installation and testing requirements for ASPARCS Equipment (newly constructed or modernized) and at all sites.

**4.2.6** The contractor shall review technical improvement documentation for completeness and accuracy. Provide technical comments and recommendations on ECP documents and BESEPs and develop or review installation schedules derived from them. Draft work break -down structures and track cost, schedule and technical performance in new system acquisition projects.

**4.2.7** The contractor shall track progress in facility Operational Capability Improvement Request (OCIR) projects.

**4.3 SHIPBOARD ATC, SHOREBASED ATC, CID, ASPARCS, and JPALS Programs. Research, Development, Test & Evaluation, Navy (RDT&E,N); other Research, Development, Test & Evaluation Appropriations.**

Detailed Tasks:

**4.3.1** The contractor shall provide engineering, technical and program management analytical services for the SHIPBOARD, SHOREBASED, CID, ASPARCS, and JPALS RDT&E programs. Provide support in the development of engineering, technical and programmatic documentation.

**4.3.2** The contractor shall conduct technical analyses and evaluations of projected fleet operational requirements and identify deficiencies.

**4.3.3** The contractor shall perform research to address reliability and operational-related technical and programmatic issues.

**4.3.4** The contractor shall advise the program offices with respect to managing cost, schedule and technical implementations on RDT&E efforts.

**4.3.5** The contractor shall provide recommendations with respect to operational requirements, program management reviews, integrated program teams and team work plans.

**4.3.6** The contractor track and analyze program/project technical performance to determine if actual progress control and financial tracking processes and costs are conforming to planned progress costs and recommend improvements to program office leadership. Review and analyze supporting activities' performance in systems engineering, management control and financial tracking processes and make recommendations to program office leadership.

**4.3.7** The contractor shall provide Government personnel support in the preparation of Statements of Objectives, Statements of Work and performance specifications for the SHIPBOARD, SHOREBASED, CID, ASPARCS, and JPALS development programs. Provide comments and recommendations on prime contractor statement of work, task execution documents and specifications for the SHIPBOARD, SHOREBASED, CID, ASPARCS, and JPALS development programs.

**4.3.8** The contractor shall conduct assessments and provide recommendations concerning combat systems and JPALS integration aboard aircraft carriers, amphibious assault ships and other ship classes as required. Track and input RDT&E,N funded SHIPALTs, technical directive and field changes supporting ATC & CID and JPALS

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systems, upgrades and modifications into the NAVSEA AMPS and NDE databases and the SHIPMAIN process. Coordinate these changes and interface with NAVSEA and Fleet personnel to ensure inputs are understood and adequately addressed.

**4.3.9** The contractor shall participate on RDTE funded integrated product teams to provide engineering technical input for the development of program documentation, schedules, plans or briefings as needed to support acquisition and program reviews to appropriate Milestone Decision Authorities.

**4.3.10** The contractor shall attend meetings for the SHIPBOARD, SHOREBASED, CID, ASPARCS, and JPALS development programs and provide recommendations on action items arising from these meetings.

**4.3.11** The contractor shall review and analyze for completeness, technical accuracy and format, generated data relating to ASPARCS and JPALS development programs including engineering, and configuration documentation. Compare to Navy directives, procedures, and specifications, as well as, PMA213 guidance.

#### **4.4 SHIPBOARD ATC and CID Programs. Ship Construction, Navy (SCN) Appropriation.**

Detailed Tasks:

**4.4.1** The contractor shall provide support for NAVSEA SCN funded new construction or complex overhaul efforts for ATC & CID systems. Support NAVSEA funded quarterly reviews and including system technical and financial status. Provide support in the preparation and support of NAVSEA Ship Program Documents (SPD) and financial documents. Coordinate the periodic updates and reviews of financial documents as funded and required by NAVSEA.

**4.4.2** The contractor shall provide support for budget execution and recommendations for optimal allocation of available resources. Provide support in all aspects of the budget planning, analysis, formulation, and execution. Prepare detailed analyses and estimates of annual funding needs for one or more future years. Gather and compare data about current and future programs/projects and activities with projected costs of operation.

**4.4.3** The contractor shall interface with NAVSEA and field activity personnel to coordinate answers for technical and programmatic questions as required for SCN funded new construction and complex overhaul efforts.

**4.4.4** The contractor shall review technical improvement documentation for completeness and accuracy. Provide technical comments and recommendations on SHIPALT documents BESEPs and develop or review installation schedules derived from them. Review comments and recommendations shall address installation and testing requirements for ATC & CID in USN/USCG ships (newly constructed or modernized) and at shore sites.

**4.4.5** The contractor shall review and analyze for completeness, technical accuracy, and format, generated data relating to ATC & CID programs including engineering, and configuration documentation. Compare to Navy directives, procedures, and specifications and provide recommendations to correct deficiencies for ATC & CID programs.

**4.4.6** The contractor shall provide budgetary impacts of cost, schedule, and performance analysis, assessment and recommendations on how to reduce cost and schedule risk.

**4.4.7** The contractor shall create funding documents for Government release.

**4.4.8** The contractor shall collect, compile and analyze financial, project, and cost data for incorporation into team work plans, data calls, financial addendum, budgetary support documentation, and other financial sheets.

**4.4.9** The contractor shall consolidate, organize, maintain, and modify databases of acquisition, budgetary, program execution, and contractual status information.

**4.4.10** The contractor shall perform financial reconciliation on obligations and expenditures on all funds, update/develop spreadsheets, cost databases, and financial status reports as required.

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**4.4.11** The contractor shall provide support on fiscal year budget planning, program execution and out -year planning to include development and preparation of funds execution document through NERP. Track and analyze business and financial data provided by the program office. Report any problems discovered and recommend corrective action to the program office.

**4.5 SHIPBOARD ATC and CID Programs. Foreign Military Sales (FMS) Appropriation.**

These tasks are not expected to be required at task order award, however, may be needed during the life of the task order.

Detailed Tasks:

**4.5.1** The contractor shall provide support for FMS funded (NAVAIR FMS cases or other DoD activity funded) new construction, overhaul or air/ship platform improvement efforts for ATC&CID systems. Support FMS funded quarterly reviews and including system technical and financial status. Provide support in the preparation of NAVSEA Ship Program Documents (SPD) and Foreign Disclosure forms.

**4.5.2** The contractor shall provide support in the preparation of FMS case funding documentation to include Planning and Availability documentation, Letters of Acceptance, Form 7300. Coordinate the periodic updates and reviews of financial documents as funded and required by FMS customers.

**4.5.3** The contractor shall interface with NAVSEA, field activity, Navy International Program Office, NAVAIR FMS office(s) and other DoD component personnel involved with the procurement, support and FMS release of ATC & CID equipment to coordinate answers for technical and programmatic questions as required.

**4.5.4** The contractor shall review and analyze for completeness, technical accuracy and format, data relating to ATC & CID programs including engineering, and configuration documentation. Compare documentation to FMS requirements, directives, procedures and specifications and provide recommendations to correct deficiencies for ATC & CID programs.

**4.5.5** The contractor shall participate on FMS funded integrated product teams as to provide acquisition support for the development of program documentation, schedules, plans or briefings as needed to support acquisition and program reviews.

**4.5.6** The contractor shall provide support in the preparation of procurement documentation to include FMS requirements.

**4.5.7** The contractor shall use available IT resources (e.g., the Defense Security Assistance Management System (DSAMS); the Defense Integrated Financial System (DIFS); the Management Information System for International Logistics (MISIL)), to track financial action and delivery status for reconciliation and provide management reports.

**4.5.8** The contractor shall analyze FMS Case commitments, obligations, and expenditures through final billing by the integration of data inputs from the MISIL, DIFS, and NAVAIR records. Analyze financial discrepancies and case performance between the records and provide recommendations for improvement and resolution of problem areas.

**5.0 The Operations Security Program (OPSEC), to be furnished under these items will be furnished pursuant to the requirements provided herein:**

**5.1** The contractor is required to provide OPSEC protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined by Section 3(d)(4) of PL 100 -235 (101 Stat 1727)), pursuant to the National Security Decision Directive 298 of 22 January 1988 and DFARS clause 252.239-7016. For guidance for the protection of For Official Use Only information and OPSEC refer to NAVAIRTESTCENINST 3070.3. In order to meet this requirement the contractor shall develop, implement, and maintain a facility level OPSEC program in order to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract.

**5.2** The contractor is responsible for subcontractor implementation of the OPSEC program requirements for this

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contract.

**5.3** The contractor's OPSEC program is to be described in a facility level OPSEC planning document. The contractor will submit the document to the government for approval. The approved OPSEC planning document will be used throughout the period of performance with revisions only as required to comply with Government Data Protection Policy Document revisions.

## **6.0 SECURITY REQUIREMENTS**

**6.1** All contractor personnel supporting tasks under this task order must have or be able to obtain a security clearance that is appropriate for the position and services provided under this PBSOW. (Refer to DD Form 254 attached)

**6.2** Only United States citizens may perform under this PBSOW. Any person having a security clearance revoked for any reason shall be ineligible to perform under this PBSOW. All contractor personnel supporting tasking under this PBSOW must be able to obtain an appropriate security clearance.

**6.3 Identification Badges:** Contractor identification badges shall be issued by the Government to onsite contractor personnel and must be visible at all times while contractor employees are at NAVAIR sites. The contractor must furnish all requested information required to facilitate issuance of identification badges and must conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the Security Department at NAVAIR within 48 hours following the completion of the task order relocation, or termination of an employee, or upon the request of the Contracting Officer.

## **7.0 TRAVEL**

Travel may be required to any Government or Defense Contractor Facility in the United States. Contractor travel outside the United States is not anticipated. The most frequent travel anticipated is to Washington DC, Norfolk VA, Oklahoma City OK, San Diego CA, Boston MA, Charleston SC, Salt Lake City UT, Atlantic City NJ, Huntsville AL, and several sites in Florida.

## **8.0 MATERIAL**

The contractor shall provide material or other items which are necessary or integral to the performance of tasking included in the PBSOW. All material requirements shall be authorized and approved by the Task Order Manager (TOM).

## **9.0 NAVY MARINE CORPS INTRANET (NMCI)**

(a) This Support Services Task Order may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering". (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31. (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

## **10.0 PLACE OF PERFORMANCE**

**10.1** The place of performance shall be at the following locations:

- Government Site, located at Exploration V, 4<sup>th</sup> floor, 22289 Three Notch Road, Lexington Park, MD20653
- Naval Air Systems Command, Aircraft Division, Bldg. 3300, Patuxent River MD 20670

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· Contractor Site

## 11.0 DELIVERABLES

All deliverables shall be delivered in accordance with the schedules and conditions specified in the attached Contract Data Requirements Lists (CDRLs), DD Form 1423.

A001 Contractor Progress, Status and Management Report

A002 Financial Summary Report

A003 Information Technology Personnel Security Report

A004 Operations Security (OPSEC) Plan

## 12.0 CLINGER-COHEN ACT: This clause is required in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA Compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

## 13.0 INFORMATION ASSURANCE (IA):

NAVAIR Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout DON. DON CIO (Chief Information Officer) is responsible for IT within the Navy, as mandated by the Clinger -Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

“All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual

- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, “DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP),” 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>

All IT procured on behalf of NAVAIR shall meet all DOD/DON and NAVAIR IA policies. Failure to follow these

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policies will result in denied access to NMCI, One Net, ISNS and other DON, DOD and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contracts, regardless of the level of data processed shall be operated and in accordance the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor -owned hardware and/or software shall meet DOD 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;

B. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;

C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;

D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;

E. Memorandum of Agreement and Inter -connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR -7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

#### **14.0 SYSTEM SOFTWARE / APPLICATION COMPLIANCE**

All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

#### **15.0 WEBSITES, WEB ENABLEMENT & APPLICATION / SYSTEM DEVELOPMENT, MODIFICATION & MAINTENANCE SUPPORT SERVICES**

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

OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>

OMB Policies for Federal Public Websites, OMB M-05-0 4  
[http://www.usa.gov/webcontent/policies\\_and\\_implementation.shtml](http://www.usa.gov/webcontent/policies_and_implementation.shtml)

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Section 508 Standards <http://www.section508.gov/>

DOD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>

Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <https://www.nioc-norfolk.navy.mil/operations/wra/wra.shtml>

SECNAV 5720.47B DON Policy for Content of Publicly Accessible Web Sites (NIOC Norfolk routinely monitors publicly accessible Navy websites for policy compliance; Site has a downloadable “Website Self-Assessment Checklist” for Webmasters.)

<http://www.chinfo.navy.mil/navpalib/internet/secnav5720-47b.pdf>

NAVAIR CIO Website (NAVAIR specific policy and guidelines):

<https://mynavair.navair.navy.mil/cio>

## 16.0 SOFTWARE DEVELOPMENT/SERVER PROCUREMENT

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

## 17.0 ENTERPRISE ARCHITECTURE

Contractor Networks and connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access nongovernment, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR -7.2.3) prior to build out.

Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

## 18.0 PERFORMANCE-BASED METRICS

The contractor shall accomplish tasking as specified in this PBSOW. Performance of this work shall be measured in accordance with the Performance Requirements Summary Matrix and Quality Assurance Surveillance Plan (QASP).

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR7.2/7.4 Policy Memo 5510, “Information Technology (IT) Positions” dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO) **or provided as an attachment**. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA)

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training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#) [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A003. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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## **SECTION D PACKAGING AND MARKING**

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

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

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

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

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

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

### **TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Task Order Manager.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the Wide Area Workflow (WAWF) system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

Clauses specified in Section F of the Seaport basic contract are incorporated into this if applicable.

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	2/1/2009 - 11/30/2009
3000	2/1/2009 - 11/30/2009
3001	2/1/2009 - 11/30/2009
3002	2/1/2009 - 11/30/2009
4000	12/1/2009 - 11/30/2010
6000	12/1/2009 - 11/30/2010
6001	12/1/2009 - 11/30/2010
6002	12/1/2009 - 11/30/2010

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

4001	12/1/2010 - 11/30/2011
4002	12/1/2011 - 11/30/2012
4003	12/1/2012 - 11/30/2013
4004	12/1/2013 - 1/31/2014
6003	12/1/2010 - 11/30/2011
6004	12/1/2010 - 11/30/2011
6005	12/1/2010 - 11/30/2011
6006	12/1/2011 - 11/30/2012
6007	12/1/2011 - 11/30/2012
6008	12/1/2011 - 11/30/2012
6009	12/1/2012 - 11/30/2013
6010	12/1/2012 - 11/30/2013
6011	12/1/2012 - 11/30/2013
6012	12/1/2013 - 1/31/2014
6013	12/1/2013 - 1/31/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### 5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 01 February 2009 and shall continue through 30 November 2009. However, the

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period of performance may be extended in accordance with the option provisions contained herein.

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

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

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

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

(1) PCO, Code (N/A).

(2) ACO, Code (N/A).

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

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

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

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

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

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

Tactical Aircraft Programs (PMA 213)  
22289 Exploration V, Suite 401  
Lexington Park MD 20653

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

The services to be performed herein shall be performed at Exploration V, Suite 401, 22289 Three Notch Road, Lexington Park, MD; Naval Air Systems Command, Aircraft Division, Bldg. 3300, Patuxent River, MD and at contractor site.

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## SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the Seaport Basic Contract are incorporated into this order if applicable.

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
1000			01 Feb 09 through 31 July 2009
Mod 02			
1000			
Mod 04			
1000			25 Sept 09 through 30 Nov 2009
Mod 06			
4000			1 Dec 09 through 10 March 2010
Mod 07			
4000			4 February 10 through 1 September 2010

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

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

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

### FUNDING PROFILE

The following details Base Period CLINs (excluding unexercised Options) funding to date:

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The following details Option Period I CLINs funding to date:

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

- (a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.
- (b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

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

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

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (e) Informational SLINs, e.g. 000101, are as follows:

<b>Numeric SLIN</b>	<b>ACRN</b>
100001	AA
100002	AB
100003	AC
100004	AD
100005	AE
100006	AF
100007	AG
100008	AH

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100009	AJ
100010	AK
300001	AA
300002	AB
300003	AC
300004	AD
300005	AE
300006	AF
300007	AG
300008	AH
300009	AJ
300010	AK
300101	AA
300102	AC
300103	AD
300104	AE
300105	AJ
300201	AA
300202	AC
300203	AD
300204	AE
300205	AJ

**Mod 02:**

<b>Numeric SLIN</b>	<b>ACRN</b>
100011	AL
100012	AM
100013	AN
100014	AP
100015	AQ
100016	AR
100017	AS
100018	AT
100019	AU
100020	AV
100021	AW
100022	AX
300011	AR
<b>TOTAL</b>	

**Mod 04:**

<b>Numeric SLIN</b>	<b>ACRN</b>
100023	AY
100024	AZ
100025	BA

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100026	BB
100027	BC
100028	BD
100029	BE
100030	BF
100031	BG
100032	BH
100033	BJ
100034	BK
100035	BL
100036	BM
100037	BN
300106	AY
300107	BN
<b>TOTAL</b>	

**Mod 05:**

<b>Numeric SLIN</b>	<b>ACRN</b>
300012	BN
300106	AY
300107	BN
300206	BN
300207	AY
<b>TOTAL</b>	

**Mod 06:**

<b>Numeric SLIN</b>	<b>ACRN</b>
400001	BP
400002	BQ
400003	BR
400004	BS
400005	BT
400006	BU
400007	BV
400008	BW
400009	BX
400010	BY
400011	BZ
600001	BP
600002	BR
600003	BS
600004	BU
600005	BY
600006	BZ
600101	BP
600102	BX

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600103	BY
600104	BZ
600201	BP
600202	BR
600203	BS
600204	BY
<b>TOTAL</b>	

**Mod 07:**

<b>Numeric SLIN</b>	<b>ACRN</b>
400012	CA
400013	CB
400014	CC
400015	CD
400016	CE
400017	CF
400018	CG
400019	CH
400020	CJ
400021	CK
400022	CL
400023	CM
600007	CM
600008	CA
600009	CB
600010	CG
600105	CM
600106	CH
600107	CD
600108	CB
600109	CE
600110	CF
600111	CG
<b>TOTAL</b>	

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort." Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.23222, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

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

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

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer-Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

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

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (DEC 2007)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866618-5988. Once activated, the vendor shall self register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1 800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

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

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

WAWF Invoice Type:	<p>If the Paying Office (see below) is <b>N50120</b>:</p> <p>-- Select <b>Combo</b> for Fixed Price Supplies and Services.</p> <p>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</p> <p>For ALL OTHER Paying Offices:</p> <p>-- Select <b>2-in-1</b> for FFP Services Only.</p> <p>-- Select <b>Combo</b> for Supplies, or Supplies AND FFP Services.</p> <p>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</p> <p>Questions? Call 1-800-559-WAWF (9293).</p>
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2101A

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Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N/A
Ship To DODAAC (for Combo),  Service Acceptor DODAAC (for 2 in 1),  Service Approver DODAAC (Cost Voucher)	N00421
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA391
Paying Office DODAAC:	HQ0338

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

Name	Email	Phone	Role
Robert R. Bellamy	<a href="mailto:robert.bellamy@navy.mil">robert.bellamy@navy.mil</a>	301-995-7759	TOM

#### TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Robert R. Bellamy

Code: PMA 213B

Mailing Address: 22289 Exploration Drive, Exploration V, Suite 401, Lexington Park MD 20653

Telephone: (301) 995-7759

Commercial: (301) 995-7759

DSN: N/A

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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

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At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252-232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

Accounting Data

SLINID	PR Number	Amount
100001	1300121089	
LLA :		
AA 1791319	Y4TD 251 00019 0 050120 2D 000000	A70000124940
CIN 130012108900008		
100002	1300121089	
LLA :		
AB 1791319	Y5YA 251 00019 0 050120 2D 000000	A80000124940
CIN 130012108900009		
100003	1300121089	
LLA :		
AC 1791804	4A4A 251 00019 0 050120 2D 000000	A00000124940
CIN 130012108900001		
100004	1300121089	
LLA :		
AD 1791804	4A4A 251 00019 0 050120 2D 000000	A10000124940
CIN 130012108900002		
100005	1300121089	
LLA :		
AE 1791804	4A4A 251 00019 0 050120 2D 000000	A20000124940
CIN 130012108900003		
100006	1300121089	
LLA :		
AF 1791810	Y2CB 251 00019 0 050120 2D 000000	A40000124940
CIN 130012108900005		
100007	1300121089	
LLA :		
AG 1791810	Y2MP 251 00019 0 050120 2D 000000	A50000124940
CIN 130012108900006		
100008	1300121089	
LLA :		
AH 1791810	Y2MR 251 00019 0 050120 2D 000000	A30000124940
CIN 130012108900004		
100009	1300121089	
LLA :		
AJ 1791810	Y2MT 251 00019 0 050120 2D 000000	A60000124940
CIN 130012108900007		
100010	1300121089	
LLA :		

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AK 1791810 Y2X1 251 00019 0 050120 2D 000000 A90000124940  
CIN 130012108900010

300001 1300121089  
LLA :

AA 1791319 Y4TD 251 00019 0 050120 2D 000000 A70000124940  
CIN 130012108900008

300002 1300121089  
LLA :

AB 1791319 Y5YA 251 00019 0 050120 2D 000000 A80000124940  
CIN 130012108900009

300003 1300121089  
LLA :

AC 1791804 4A4A 251 00019 0 050120 2D 000000 A00000124940  
CIN 130012108900001

300004 1300121089  
LLA :

AD 1791804 4A4A 251 00019 0 050120 2D 000000 A10000124940  
CIN 130012108900002

300005 1300121089  
LLA :

AE 1791804 4A4A 251 00019 0 050120 2D 000000 A20000124940  
CIN 130012108900003

300006 1300121089  
LLA :

AF 1791810 Y2CB 251 00019 0 050120 2D 000000 A40000124940  
CIN 130012108900005

300007 1300121089  
LLA :

AG 1791810 Y2MP 251 00019 0 050120 2D 000000 A50000124940  
CIN 130012108900006

300008 1300121089  
LLA :

AH 1791810 Y2MR 251 00019 0 050120 2D 000000 A30000124940  
CIN 130012108900004

300009 1300121089  
LLA :

AJ 1791810 Y2MT 251 00019 0 050120 2D 000000 A60000124940  
CIN 130012108900007

300010 1300121089  
LLA :

AK 1791810 Y2X1 251 00019 0 050120 2D 000000 A90000124940  
CIN 130012108900010

300101 1300121089  
LLA :

AA 1791319 Y4TD 251 00019 0 050120 2D 000000 A70000124940  
CIN 130012108900008

300102 1300121089  
LLA :

AC 1791804 4A4A 251 00019 0 050120 2D 000000 A00000124940  
CIN 130012108900001

300103 1300121089  
LLA :

AD 1791804 4A4A 251 00019 0 050120 2D 000000 A10000124940  
CIN 130012108900002

300104 1300121089  
LLA :

AE 1791804 4A4A 251 00019 0 050120 2D 000000 A20000124940  
CIN 130012108900003

300105 1300121089  
LLA :

AJ 1791810 Y2MT 251 00019 0 050120 2D 000000 A60000124940  
CIN 130012108900007

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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300201 1300121089  
 LLA :  
 AA 1791319 Y4TD 251 00019 0 050120 2D 000000 A70000124940  
 CIN 130012108900008

300202 1300121089  
 LLA :  
 AC 1791804 4A4A 251 00019 0 050120 2D 000000 A00000124940  
 CIN 130012108900001

300203 1300121089  
 LLA :  
 AD 1791804 4A4A 251 00019 0 050120 2D 000000 A10000124940  
 CIN 130012108900002

300204 1300121089  
 LLA :  
 AE 1791804 4A4A 251 00019 0 050120 2D 000000 A20000124940  
 CIN 130012108900003

300205 1300121089  
 LLA :  
 AJ 1791810 Y2MT 251 00019 0 050120 2D 000000 A60000124940  
 CIN 130012108900007

BASE Funding  
 Cumulative Funding

MOD 02

100011 1300124909  
 LLA :  
 AL 1711711 6210 252 WAWGL 0 068342 2D 000000 231704000000  
 Standard Number: CIN No. 130012490900007

100012 1300124909  
 LLA :  
 AM 1761811 6218 253 WAWGL 0 068342 2D 000000 209934000000  
 Standard Number: CIN No. 130012490900003

100013 1300124909  
 LLA :  
 AN 1781811 6210 253 WAWGL 0 068342 2D 000000 231734020000  
 Standard Number: CIN No. 130012490900008

100014 1300124909  
 LLA :  
 AP 1791319 Y5YA 251 00019 0 050120 2D 000000 74SAM90312  
 Standard Number: CIN No. 130012490900011

100015 1300124909  
 LLA :  
 AQ 1791804 4A4A 251 00019 0 050120 2D 000000 70SAM90312  
 Standard Number: CIN No. 130012490900002

100016 1300124909  
 LLA :  
 AR 1791804 4A4A 251 00019 0 050120 2D 000000 71SAM90312  
 Standard Number: CIN No. 130012490900004

100017 1300124909  
 LLA :  
 AS 1791804 4A4A 251 00019 0 050120 2D 000000 72SAM90312  
 Standard Number: CIN No. 130012490900005

100018 1300124909  
 LLA :  
 AT 1791804 4A4A 251 00019 0 050120 2D 000000 73SAM90312  
 Standard Number: CIN No. 130012490900006

100019 1300124909  
 LLA :  
 AU 1791810 Y2PN 251 00019 0 050120 2D 000000 75SAM90312  
 Standard Number: CIN No. 130012490900012

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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100020 1300124909

LLA :

AV 1791811 6218 251 WAWGL 0 068342 2D 000000 212474SS000

Standard Number: CIN No. 130012490900010

100021 1300124909

LLA :

AW 9711X8242 8NAS 252 X3400 0 068342 2D CCXT01 044PUESS101Z

Standard Number: CIN No. 130012490900009

100022 1300124909

LLA :

AX 9790100 1120 000 00000 0 015122 52 4S4944 7DSAM90312 000000

Standard Number: CIN No. 130012490900001

300011 1300124909

LLA :

AR 1791804 4A4A 251 00019 0 050120 2D 000000 71SAM90312

Standard Number: CIN No. 130012490900004

MOD 02 Funding

Cumulative Funding

MOD 04

100023 1300133492

LLA :

AY 1791804 4A4A 251 00019 0 050120 2D 000000 A00000259578

CIN # 130013349200001

100024 1300133492

LLA :

AZ 1791319 Y4TD 251 00019 0 050120 2D 000000 A10000259578

CIN # 130013349200002

100025 1300133492

LLA :

BA 1751811 1224 252 SUWML 0 068342 2D 000000 556884TS1032

Standard Number: N0002409WX22290

CIN #130013349200005

100026 1300133492

LLA :

BB 1791811 6210 251 WAWGL 0 068342 2D 000000 231734020000

Standard Number: N0002409RX22156

CIN # 130013349200007

100027 1300133492

LLA :

BC 1791811 6210 251 WAWGL 0 068342 2D 000000 231734040000

Standard Number: N0002409RX22156

CIN # 130013349200008

100028 1300133492

LLA :

BD 1791811 6210 251 WAWGL 0 068342 2D 000000 231734030000

Standard Number: N0002409RX22156

CIN # 130013349200009

100029 1300133492

LLA :

BE 1791811 6210 251 WAWGL 0 068342 2D 000000 231734010000

Standard Number: N0002409RX22156

CIN # 130013349200010

100030 1300133492

LLA :

BF 1741711 1317 253 WAWTL 0 068342 2D 000000 3014A4000000

Standard Number: N0002409WX22223

CIN # 130013349200011

100031 1300133492

LLA :

BG 1751811 1317 253 WAWTL 0 068342 2D 000000 3015A4000000

Standard Number: N0002409WX22220

CIN # 130013349200012

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100032 1300133492  
 LLA :  
 BH 1761811 1317 253 WAWTL 0 068342 2D 000000 231804000000  
 Standard Number: N0002409WX22219  
 CIN # 130013349200013

100033 1300133492  
 LLA :  
 BJ 1791319 A726 253 SASWS 0 068342 2D 382240 K40030000010  
 Standard Number: N0002409WX11842  
 CIN # 130013349200014

100034 1300133492  
 LLA :  
 BK 2192035 0000 1C1 C0953 9 011101 78 S20113  
 MIPR9KDAV9H044  
 CIN # 130013349200015

100035 1300133492  
 LLA :  
 BL 2182035 0000 1C1 C0953 9 011101 80 S20113  
 MIPR9KDAV8H067  
 CIN # 130013349200016

100036 1300133492  
 LLA :  
 BM 17X4557 1L10 253 SA325 0 068342 2D 000000 237264000000  
 Standard Number: N0002409RX21723  
 CIN # 130013349200017

100037 1300133492  
 LLA :  
 BN 1791804 4A4A 251 00019 0 050120 2D 000000 A20000259578  
 CIN 3 130013349200018

300106 1300133492  
 LLA :  
 AY 1791804 4A4A 251 00019 0 050120 2D 000000 A00000259578  
 CIN # 130013349200001

300107 1300133492  
 LLA :  
 BN 1791804 4A4A 251 00019 0 050120 2D 000000 A20000259578  
 CIN # 130013349200018

MOD 04 Funding  
 Cumulative Funding

MOD 05

300012 1300133492  
 LLA :  
 BN 1791804 4A4A 251 00019 0 050120 2D 000000 A20000259578  
 CIN # 13003349200018

300106 1300133492  
 LLA :  
 AY 1791804 4A4A 251 00019 0 050120 2D 000000 A00000259578  
 CIN # 130013349200001

300107 1300133492  
 LLA :  
 BN 1791804 4A4A 251 00019 0 050120 2D 000000 A20000259578  
 CIN # 130013349200018

300206 1300133492  
 LLA :  
 BN 1791804 4A4A 251 00019 0 050120 2D 000000 A20000259578  
 CIN # 130013349200018

300207 1300133492  
 LLA :  
 AY 1791804 4A4A 251 00019 0 050120 2D 000000 A00000259578  
 CIN # 130013349200001

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MOD 05 Funding  
Cumulative Funding

MOD 06

400001 1300133250-0001  
LLA :  
BP 1701319 Y4TD 251 00019 0 050120 2D 000000 A10000313085  
CIN 130013325000003

400002 1300133250-0001  
LLA :  
BQ 1701319 Y544 251 00019 0 050120 2D 000000 A00000313085  
CIN# 130013325000002

400003 1300133250-0001  
LLA :  
BR 1701804 4A4A 251 00019 0 050120 2D 000000 A80000313085  
CIN# 130013325000010

400004 1300133250-0001  
LLA :  
BS 1701804 4A4A 251 00019 0 050120 2D 000000 A90000313085  
CIN# 130013325000011

400005 1300133250-0001  
LLA :  
BT 1701804 4A4A 251 00019 0 050120 2D 000000 B00000313085  
CIN# 130013325000012

400006 1300133250-0001  
LLA :  
BU 1701804 4A4A 251 00019 0 050120 2D 000000 B10000313085  
CIN# 130013325000013

400007 1300133250-0001  
LLA :  
BV 1701810 Y2CB 251 00019 0 050120 2D 000000 A40000313085  
CIN# 130013325000006

400008 1300133250-0001  
LLA :  
BW 1701810 Y2MP 251 00019 0 050120 2D 000000 A30000313085  
CIN# 130013325000005

400009 1300133250-0001  
LLA :  
BX 1701810 Y2MR 251 00019 0 050120 2D 000000 A50000313085  
CIN# 13013325000007

400010 1300133250-0001  
LLA :  
BY 1701810 Y2MT 251 00019 0 050120 2D 000000 A20000313085  
CIN# 130013325000004

400011 1300133250-0001  
LLA :  
BZ 1701810 Y2PN 251 00019 0 050120 2D 000000 A60000313085  
CIN# 130013325000008

600001 1300133250-0001  
LLA :  
BP 1701319 Y4TD 251 00019 0 050120 2D 000000 A10000313085  
CIN 130013325000003

600002 1300133250-0001  
LLA :  
BR 1701804 4A4A 251 00019 0 050120 2D 000000 A80000313085  
CIN# 130013325000010

600003 1300133250-0001  
LLA :  
BS 1701804 4A4A 251 00019 0 050120 2D 000000 A90000313085  
CIN# 130013325000011

600004 1300133250-0001

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LLA :  
 BU 1701804 4A4A 251 00019 0 050120 2D 000000 B10000313085  
 CIN# 130013325000013

600005 1300133250-0001  
 LLA :  
 BY 1701810 Y2MT 251 00019 0 050120 2D 000000 A20000313085  
 CIN# 130013325000004

600006 1300133250-0001  
 LLA :  
 BZ 1701810 Y2PN 251 00019 0 050120 2D 000000 A60000313085  
 CIN# 130013325000008

600101 1300133250-0001  
 LLA :  
 BP 1701319 Y4TD 251 00019 0 050120 2D 000000 A10000313085  
 CIN# 130013325000003

600102 1300133250-0001  
 LLA :  
 BX 1701810 Y2MR 251 00019 0 050120 2D 000000 A50000313085  
 CIN# 130013325000007

600103 1300133250-0001  
 LLA :  
 BY 1701810 Y2MT 251 00019 0 050120 2D 000000 A20000313085  
 CIN# 130013325000004

600104 1300133250-0001  
 LLA :  
 BZ 1701810 Y2PN 251 00019 0 050120 2D 000000 A60000313085  
 CIN# 130013325000008

600201 1300133250-0001  
 LLA :  
 BP 1701319 Y4TD 251 00019 0 050120 2D 000000 A10000313085  
 CIN#130013325000003

600202 1300133250-0001  
 LLA :  
 BR 1701804 4A4A 251 00019 0 050120 2D 000000 A80000313085  
 CIN# 130013325000010

600203 1300133250-0001  
 LLA :  
 BS 1701804 4A4A 251 00019 0 050120 2D 000000 A90000313085  
 CIN# 130013325000011

600204 1300133250-0001  
 LLA :  
 BY 1701810 Y2MT 251 00019 0 050120 2D 000000 A20000313085  
 CIN# 130013325000004

MOD 06 Funding  
 Cumulative Funding

MOD 07

400012 1300145706  
 LLA :  
 CA 1701804 4A4A 251 00019 0 050120 2D 000000 A00000367854  
 CIN # 1300145706000001

400013 1300145706  
 LLA :  
 CB 1701804 4A4A 251 00019 0 050120 2D 000000 A10000367854  
 CIN # 1300145706000002

400014 1300145706  
 LLA :  
 CC 1701319 Y544 251 00019 0 050120 2D 000000 A20000367854  
 CIN # 130014570600003

400015 1300145706  
 LLA :

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CD 1701810 Y2MT 251 00019 0 050120 2D 000000 A30000367854  
CIN # 130014570600004

400016 1300145706  
LLA :  
CE 1701810 Y2PN 251 00019 0 050120 2D 000000 A40000367854  
CIN # 130014570600005

400017 1300145706  
LLA :  
CF 1701810 Y2X1 251 00019 0 050120 2D 000000 A50000367854  
CIN # 130014570600006

400018 1300145706  
LLA :  
CG 1701319 Y4TD 251 00019 0 050120 2D 000000 A60000367854  
CIN # 130014570600007

400019 1300145706  
LLA :  
CH 1701810 Y2MJ 251 00019 0 050120 2D 000000 A70000367854  
CIN # 130014570600008

400020 1300145706  
LLA :  
CJ 1701810 Y2MR 251 00019 0 050120 2D 000000 A80000367854  
CIN # 130014570600009

400021 1300145706  
LLA :  
CK 1701810 Y2MP 251 00019 0 050120 2D 000000 A90000367854  
CIN # 130014570600010

400022 1300145706  
LLA :  
CL 1701810 Y2CB 251 00019 0 050120 2D 000000 B00000367854  
CIN # 130014570600011

400023 1300145706  
LLA :  
CM 1701804 4A4A 251 00019 0 050120 2D 000000 B10000367854  
CIN # 130014570600012

600007 1300145706  
LLA :  
CM 1701804 4A4A 251 00019 0 050120 2D 000000 B10000367854  
CIN # 130014570600012

600008 1300145706  
LLA :  
CA 1701804 4A4A 251 00019 0 050120 2D 000000 A00000367854  
CIN # 130014570600001

600009 130145706  
LLA :  
CB 1701804 4A4A 251 00019 0 050120 2D 000000 A10000367854  
CIN # 13014570600002

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LLA :  
CG 1701319 Y4TD 251 00019 0 050120 2D 000000 A60000367854  
CIN # 130014570600007

600105 1300145706  
LLA :  
CM 1701804 4A4A 251 00019 0 050120 2D 000000 B10000367854  
CIN # 130014570600012

600106 1300145706  
LLA :  
CH 1701810 Y2MJ 251 00019 0 050120 2D 000000 A70000367854  
CIN # 130014570600008

600107 1300145706  
LLA :  
CD 1701810 Y2MT 251 00019 0 050120 2D 000000 A30000367854  
CIN # 130014570600004

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600108 1300145706  
LLA :  
CB 1701804 4A4A 251 00019 0 050120 2D 000000 A10000367854  
CIN # 130014570600002

600109 1300145706  
LLA :  
CE 1701810 Y2PN 251 00019 0 050120 2D 000000 A40000367854  
CIN # 130014570600005

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LLA :  
CF 1701810 Y2X1 251 00019 0 050120 2D 000000 A50000367854  
CIN # 1300145706

600111 1300145706  
LLA :  
CG 1701319 Y4TD 251 00019 0 050120 2D 000000 A60000367854  
CIN # 130014570600007

MOD 07 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

### H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

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

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment N/A. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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(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 insert the period of prohibition 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 nondevelopmental 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 insert the period of prohibition after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which

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the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontractor, a supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract.  
(FAR 9.505-2(b)(1))

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

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

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

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(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

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, "Evaluation of Options".

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

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(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

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

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

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

#### 5252.237-9501 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 term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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(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)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

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

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

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

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 cost pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be

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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:

Lakeeta Young-Hill  
Code: 2.5.1.8  
21983 Bundy Road, Bldg. 441  
Patuxent River MD 20670

Phone: (301) 757-8953  
E-mail: lakeeta.young-hill@navy.mil

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## SECTION I CONTRACT CLAUSES

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

### Task Order I – 1 Task Order Options

(a) The Government may extend the term of this order by written notice to the Contractor within seven calendar days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option or award term, the extended order shall be considered to include this clause.

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

### Task Order I-2 Option to Extend Order

The Government may require continued performance of any services within the limits and at the rates specified in the order. 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 calendar days of the end of the current period of performance.

### 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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Clauses incorporated by reference only:

52.204-2 Security Requirements (AUG 1996)  
52.222-41 Service Contract Act of 1965 (NOV 2007)  
52.237-3 Continuity of Services (JAN 1991)

52.222-41 Service Contract Act (1965)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A--Contract Data Requirements List, DD Form 1423, 12 Pages

Attachments:

Attachment 1 Contract Security Classification Specification, DD Form 254 (revised)

Attachment 2 Quality Assurance Surveillance Plan (QASP), 12 Pages

Attachment 3 System Authorization Access Request Navy (SAAR-N), 4 Pages

Attachment 4 Task Order Manager Appointment Letter