

2. AMENDMENT/MODIFICATION NO. <b>09</b>	3. EFFECTIVE DATE <b>20-Sep-2013</b>	4. REQUISITION/PURCHASE REQ. NO. <b>1300374337, 1300372654, 1300372130, 1300</b>	5. PROJECT NO. (If applicable) <b>N/A</b>
6. ISSUED BY <b>CDDE</b>	<b>N68335</b>	7. ADMINISTERED BY (If other than Item 6) <b>CODE</b>	<b>S3915A</b>

NAVAIR Aircraft Division Lakehurst  
 Contracts Hwy 547 Code 2.5.2 Bldg 562-1  
 Lakehurst NJ 08733-5060  
 kristen.dresser@navy.mil 732-323-7548

DCMA SURFACE COMMUNICATION AND SUPPORT  
 SYSTEMS PHILADELPHIA  
 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427  
 PHILADELPHIA PA 19111-0427

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) <b>Technology and Management International, LLC 1433 Hooper Avenue, Suite 330 Toms River NJ 08753-2200</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>[X] N00178-05-D-4604-4Y02</b>
	10B. DATED (SEE ITEM 13) <b>30-Sep-2011</b>
CAGE CODE <b>1HUK8</b>	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to FAR Clause 52.217-8 Option to Extend Services
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Robert W. Alston, Executive Vice President</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Laurie Paz, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR <b>/s/Robert W. Alston</b> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>19-Sep-2013</b>
16B. UNITED STATES OF AMERICA <b>BY /s/Laurie Paz</b> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>20-Sep-2013</b>

NSN 7540-01-152-8070  
 PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 3	FINAL
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**GENERAL INFORMATION**

**Points of Contact:**

**Government Contracts:** Kristen Dresser, Phone: 732-323-7548, [kristen.dresser@navy.mil](mailto:kristen.dresser@navy.mil)  
**COR:** Anthony Arneith, Phone: 732-323-4375, [anthony.arneth@navy.mil](mailto:anthony.arneth@navy.mil)  
**Contractor (TAMI):** Bob Alston, Phone: 732-657-2122, Ext. 1019, [balston@tamimail.com](mailto:balston@tamimail.com)

**Purpose of Modification**

- To Exercise Option Year II CLINs 4002 Labor, 6002 Travel & 6005 Material
- To Incrementally Fund Option Year II CLINs 4002 Labor, 6002 Travel & 6005 Material
- To add NAVAIR clause 5252.232-9529 "Incurred Cost Reporting and Progress Reporting for Services" to section G of the Task Order.
- To add paragraph 3.0 to the Statement of Work in Section C of the Task Order.
- To attach CDRL A006 "Incurred Cost Reporting" and corresponding contract attachment.
- To remove the labor category of Editor from the Task Order

**Funding Supports the Following Tasks**

The Contractor shall provide Technical and Logistical Support Services for the government Weapon System Managers (WSM) and Support Equipment Integrated Logistic Support (SE ILS) Element Managers in the preparation and execution of tasks and products for Military and Aerospace Equipment and Military Weapons for the Naval Air Systems Command, Foreign Military Sales (FMS) for various FMS platforms and FMS customers under 6.7.6 cognizance at Lakehurst. Provide acquisition support services for existing Foreign Military Sales Cases in support of 6.7.6.1.1. This Includes: Detailed "Technical Evaluation" of new and/or revised Support Equipment Recommendation Data (SERD); Provide acquisition management support for items not conforming to standard Navy stocked items; Research, evaluate and recommend alternate sources of procurement for Original Equipment Manufacturer "Out of Production" or "No Bid" Items; Research, compile and correlate the technical data required to populate and update the Advanced System for Support Equipment Tracking (ASSET) Database.

This modification acts as a complete equitable adjustment for the changes described herein. The contractor hereby releases the Government from any and all liability for further equitable adjustments arising from these changes.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400201	FMS	0.00	[REDACTED]	[REDACTED]
400202	FMS	0.00	[REDACTED]	[REDACTED]
400203	FMS	0.00	[REDACTED]	[REDACTED]
400204	FMS	0.00	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

400205	FMS	0.00	[REDACTED]	[REDACTED]
600201	FMS	0.00	[REDACTED]	[REDACTED]
600202	FMS	0.00	[REDACTED]	[REDACTED]
600203	FMS	0.00	[REDACTED]	[REDACTED]
600501	FMS	0.00	[REDACTED]	[REDACTED]
600502	FMS	0.00	[REDACTED]	[REDACTED]
600503	FMS	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4002	0.00	[REDACTED]	[REDACTED]
6002	0.00	[REDACTED]	[REDACTED]
6005	0.00	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 8 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

██████████  
Case: AT-P-GQY  
(FMS)

600502 R706 Funding for CLIN  
6005 in the  
amount of

██████████  
Case: KU-P-GGM  
(FMS)

600503 R706 Funding for CLIN  
6005 in the  
amount of

██████████  
Case: SZ-P-GAU  
(FMS)

6006 NSP CLIN FOR THE  
BASE PERIOD IAW  
CDRL A001, A002,  
A003 & A005

██████████

6007 NSP CLIN for  
Option Period I  
IAW CDRL A001,  
A002, A003 & A005

██████████

6008 NSP CLIN for  
Option Period II  
IAW CDRL A001,  
A002, A003 & A005

██████████

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

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

\*Indicates Key Personnel

Labor Category Estimated Hours For Each Year - Base, Option Period I, and Option Period II. Total Number of Hours for the Base and Option Years is 112,602.

LABOR CATEGORY	HOURS – Base Total	HOURS – Option 1 Total	HOURS – Option 2 Total
*Program Manager	100	200	200
*Project Leader	250	1,936	1,936
Sr. Analyst	11,616	13,552	15,488

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 9 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Analyst	9,680	11,616	15,488
Junior Analyst	5,808	7,744	9,680
Financial Analyst	150	150	150
Programmer	1,936	1,936	1,936
Editor	150	150	REMOVED MOD 60
Word Processor	150	200	250
<b>Total</b>	<b>29,840</b>	<b>37,484</b>	<b>45,128 (updated mod 60)</b>

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 10 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE BASED STATEMENT OF WORK (SOW) FOR TECHNICAL and LOGISTICAL SUPPORT SERVICES

#### SCOPE

The Contractor shall provide Technical and Logistical Support Services for the government Weapon System Managers (WSM) and Support Equipment Integrated Logistic Support (SE ILS) Element Managers in the preparation and execution of tasks and products for Military and Aerospace Equipment and Military Weapons for the Naval Air Systems Command, Foreign Military Sales (FMS) for various FMS platforms and FMS customers under 6.7.6 cognizance at Lakehurst.

#### 1.0 Introduction

The Contractor shall provide Security Assistance Project Planning and Development for the WSM's and the SE ILS Managers at the Naval Air Warfare Center, Aircraft Division, Lakehurst in support of FMS Case Analysis, Technical Project Planning and Execution, Acquisition Management Support for standard and non-Navy standard items, technical data analysis and tracking, and FMS meeting coordination and execution.

#### 2.0 Requirements

##### 2.1 FMS Case Analysis (13%)

- Review and provide comments on all FMS program/project CDRL deliverables.
- Review and analyze all FMS SE requirements for program issues/concerns and provide written descriptions and recommendations for inclusion in project plans and documents.
- Provide technical assistance in the development and preparation of acquisition documentation, including Acquisition Strategy Plans, SE briefing documents, and Purchase Request packages.
- Review and assist in identifying configuration management issues, including ECP packages for acquisition and funding impact to FMS.
- Provide data collection for site surveys, program meeting and reviews.
- Results of Case Analysis and associated technical data shall be provided in accordance with CDRLs A001 and A003.

##### 2.2 Technical Project Planning and Execution (18%)

- Assist in the planning, tracking and execution of FMS procurement projects. Assist in the preparation of funding documents.

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 11 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Analyze pre-FMS case technical requirements, planning and assessments based on pre-defined planning assumptions for prospective FMS programs; recommend technical alternatives and courses of action that satisfy prospective customer countries.
- Assist in the coordination with other platform Weapon System Managers and ILS Team Leaders to ensure appropriate procurement action is being taken to obtain economy of scale benefits.
- Conduct comparative assessments of pertinent acquisition planning to determine adequacy of SE and automatic test equipment (ATE) planned for each site to support initial operations of the weapons systems for the purpose of Letter of Offer and Acceptance (LOA) development and case execution.
- Provide Pricing and Availability (P&A) data in System List Model (SLM) order for prospective Foreign Military Cases.
- Conduct independent logistics engineering assessments of the ILS plan, Peculiar Support Equipment and Common Support Equipment Test Program Set software/equipment procurement plans, applicable Data Item Descriptions (DIDS), and ILS detail specifications and provide recommendations as to whether the requirements for technical documentation have been identified and prepared for all PSE/CSE TPS elements. Identify deficiencies and recommend corrective actions.
- Results of Technical Project Planning and Execution and associated technical data shall be provided in accordance with CDRLs A001 and A003.

### **2.3 Acquisition Management Support for Standard and Non-Navy Standard Items (31%)**

- Provide acquisition management support for all items required, including items not conforming to standard Navy stocked items for existing and future FMS Cases, Site Activation and Stand-up.
- Research, evaluate and recommend alternate sources of procurement for “out of production” or “no bid” items and for development/prototype as necessary to support unique FMS case specific requirements.
- Provide general program assistance in support of daily operations and tasking including, but not limited to, correspondence, action responses, program evaluation, project status evaluation, program briefings, interface with NAVAIR sponsors and customer countries as well as various field activities.
- Provide support for various meetings, conferences, reviews, etc., held at various sites, including but not limited to adequate meeting sites and support materials such as audiovisual equipment, registration, minutes, etc.
- Attend acquisition related meetings including ILS reviews, conferences, briefings and other significant program activities and events occurring in CONUS or other country locations as

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 12 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

required to perform analysis in support of specific FMS cases. Identify and analyze the issues discussed and recommend preferred courses of action to resolve problems identified at such meetings. Develop agenda minutes and action item lists and other support documentation as directed.

- Results of Acquisition Management Support for Standard and Non-Navy Standard Items and associated technical data shall be provided in accordance with CDRLs A001, A002 and A003.

#### **2.4 Technical Data Analysis and Tracking (31%)**

- Provide detailed technical evaluation of new or revised SERD as it relates to FMS supported weapon systems acquisition.
- Review, analyze, and determine the depth and range of ECP's on FMS case support plans and provide documentation of completed analysis.
- Confirm FMS case unique "maintenance philosophy" and provide workaround solutions for long-term situations that adversely influence FMS SE operational capabilities.
- Prepare and provide a case sensitive technical data package (TDP) for all items contained with the Advanced System for Support Equipment (ASSET) database including SERDs, technical manuals, drawings, vendors' catalogs, and item descriptions.
- Research, compile, and correlate the technical data required to populate the ASSET database resident on the NAVAIRLKE server. Thereafter extract, publish and distribute the ASSET Master Support Equipments Requirements List (MSERL) and the ASSET Acquisition Tracking Report (AATR). These reports will be developed to reflect the operational and environmental requirements unique to the specific FMS partner.
- Access and operation various computer programs resident on the Navy Marine Corps Intranet (NMCI) and other remote database resources, such as the Navy International Logistics Control Office, Management Information System for International Logistics (MISIL) and Naval Inventory Control Point (NAVICP), Master Data File (MDF) resident on the Navy Logistics Network, to update and maintain current FMS related data. However an NMCI Seat is not required. (hardware or software).
- Perform studies, analyses, and evaluations related to computer software programs in use for the management of FMS database development and the configuration of automated computerized management.
- Manage the FMS SE website support efforts to ensure that all necessary software updates, patches and enhancements are kept current; process website user application forms, and provide Help Desk support for users as required.
- Develop action item tracking systems for cataloging and project status reporting of open, pending and closed action items; assist in the coordination of team assignments, resolution and closure of team action items, and prepare final reports.



CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 13 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Perform FMS customer surveys, analyze and present findings, and recommend system improvements.
- Analyze, develop, write and/or review proposals, solicitations, bids and other acquisition documents to ensure program requirements and applicable guidelines are adequate.
- Conduct requirements analysis to assess needs of the FMS programs. Maintain communication with PM, Case Managers, ILS managers and customers to ensure the application meets all requirements of the program.
- Review and report findings on new development procurement packages and system upgrade packages, including but not limited to SERDS, CDRLs, Technical Data Packages, and cost.
- Provide graphic support for the development of report covers, product brochures, end-item renditions (notional and/or final draft), templates and process-flow diagrams and layouts, and illustrations to support management documentation.
- Results of Technical Data Analysis and Tracking and associated technical data shall be provided in accordance with CDRLs A001, A003 and A005.

## **2.7 FMS Meeting Coordination and Execution (7%)**

- Prepare oral or written briefing and presentation materials when required and provide support to assist various NAWCAD Lakehurst program sponsors during times of surge requirements in support of engineering requirements.
- Participate in “Team-Building” and coordination meetings briefings and other information exchanges to include specialized government-unique training, as approved and directed by competent government authority in support of engineering requirements.
- Identify and reserve adequate conference facilities, purchase required supplies and facilitate the following annual meetings:

<u>Meeting</u>	<u>Number per year</u>	<u>Meeting Duration (days)</u>
SE TCM	1	5 Days
Program Mgt Reviews	2	3 Days
Legacy ATE Meetings	2	3 Days
Team Training	1	3 Days

- Results of FMS Meeting Coordination and Execution and associated technical data shall be provided in accordance with CDRLs A001.A002 and A003.

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 14 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **2.8 Travel**

Travel costs are estimated over the life of the contract to include a total of ninety-two (92) 3-day trips to Patuxent River, MD from Lakehurst, NJ; seventy-four (74) 4-day trips to Patuxent River, MD from Lakehurst, NJ; fifty (50) 4-day trips to Jacksonville, FL from Lakehurst, NJ; sixty (60) 5-day trips to St. Louis, MO from Lakehurst, NJ; seventy-four (74) 5-day trips to San Diego, CA from Lakehurst, NJ; thirty-six (36) 4-day trips to San Diego, CA from Lakehurst, NJ; twenty-two (22) 6-day trips to Over Seas destinations from Lakehurst, NJ; twenty-four (24) 5-day trips to Over Seas destinations from Lakehurst, NJ. Included in this figure are the costs for airfare, car rental, authorized per diem and all other incidental travel costs required for performance of these tasks.

## **2.9 Material**

Material costs include the cost of facsimile/reproduction expenses, binding, shipping and overnight package delivery costs as deemed essential to the performance of the required tasks.

Additionally, material costs are estimated to reserve adequate conference facilities, purchase required supplies to facilitate the following: five (5) 5-day Support Equipment Technology Coordination Meetings, ten (10) 3-day Program Management Reviews, ten (10) 3-day Legacy Automatic Test Equipment Meetings, and five (5) 3-day Team Training Meetings.

## **3.0 Contractor Progress Reporting**

- The Contractor shall furnish a Monthly Contractor's Progress, Status, and Management Report. One shall be issued each month for each delivery in place under the contract in accordance with Data Item Description DI-MGMT-80227, CDRL A001.
  - The Contractor shall furnish a Record of Meeting/Minutes Reports. One shall be issued as required under the contract in accordance with Data Item Description DI-ADMN-81505, CDRL A002.
  - The Contractor shall furnish a Presentation Materials Report. One shall be issued as required under the contract in accordance with Data Item Description DI-ADMN-81373, CDRL A003.
  - The Contractor shall furnish a Technical Report, ASSET Web Server Update Report. One shall be issued as required under the contract in accordance with Data Item Description DI-MISC-80508B, CDRL A005
- In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A006 and attachment

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 15 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

Note: In addition to the following, all provisions of Section D shall be in accordance with Section D of the Seaport-e Basic Contract if applicable.

ITEMS 4000 THROUGH 9500- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

### DATA PACKAGING LANGUAGE

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

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

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

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

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor \_\_\_\_\_

(Name Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City & State)

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 16 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Note: In addition to the following, all provisions of Section E shall be in accordance with Section E of the Seaport-e Basic Contract if applicable.

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

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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 17 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/30/2011 - 9/29/2012
4001	9/30/2012 - 9/29/2013
4002	9/30/2013 - 9/29/2014
6000	9/30/2011 - 9/29/2012
6001	9/30/2012 - 9/29/2013
6002	9/30/2013 - 9/29/2014
6003	9/30/2011 - 9/29/2012
6004	9/30/2012 - 9/29/2013
6005	9/30/2013 - 9/29/2014

### CLIN - DELIVERIES OR PERFORMANCE

Note: In addition to the following, Deliverables or Performance shall be in accordance with Section F of the Seaport-e Basic Contract if applicable.

The estimated Period of Performance for the Base Period is 30 September 2011 - 29 September 2012.

The estimated Period of Performance for the Option Period I is 30 September 2012 - 29 September 2013.

The estimated Period of Performance for the Option Period II is 30 September 2013 - 29 September 2014.

### 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) Naval Air Warfare Center Aircraft Division (NAWCAD), Lakehurst, NJ.

(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.

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 18 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 I423, Block 14 Mailing Addresses: [same as above]

(End of Provision)

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 19 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Note: In addition to the following, all provisions of Section G shall be in accordance with Section G of the Seaport-e Basic Contract if applicable.

### CONTRACTING OFFICER REPRESENTATIVE (COR) APPOINTMENT (JUL 2005)

(a) The Task Ordering Contracting Officer hereby appoints the following individual as the Contracting Officer Representative (COR) for this Task

Name: Anthony Armeth

Code: 6.7.6.1

E-mail: anthony.armeth@navy.mil

Mailing Address: NAWCAD Code 6.7.6.1, Highway 547, Lakehurst NJ 08733

Telephone: 732-323-4375

(b) The COR is responsible for those specific functions assigned in the Contracting Officer Representative appointment letter.

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

### SEA 5252.232-9104 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

COST	FEE	CPFF	
[REDACTED]	[REDACTED]	[REDACTED]	[30 September 2011 - 29 September 2012] Base Period
[REDACTED]	[REDACTED]	[REDACTED]	[30 September 2012 - 29 September 2013] Option I
[REDACTED]	[REDACTED]	[REDACTED]	[30 September 2013 - 29 September 2014] Option II

#### TOTAL

[REDACTED]

(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 NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 20 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

**FUNDING PROFILE**

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

Total XXXXXXXXXX

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

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navvaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

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

Issue DODAAC \_\_\_\_\_

Admin DODAAC \_\_\_\_\_

Pay Office DODAAC \_\_\_\_\_



CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 21 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Inspector DODAAC \_\_\_\_\_

Service Acceptor DODAAC \_\_\_\_\_

Service Approver DODAAC \_\_\_\_\_

Ship To DODAAC \_\_\_\_\_

DCAA Auditor DODAAC \_\_\_\_\_

LPO DODAAC \_\_\_\_\_

Inspection Location \_\_\_\_\_

Acceptance Location \_\_\_\_\_

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the comment(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: [anthony.arneth@navy.mil](mailto:anthony.arneth@navy.mil)

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractor approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

**09RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)**

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to 6 percent ( 6% ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7) subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirements entitled "LEVEL OF EFFORT." If the fee(s) is

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 22 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

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

#### 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 112,452 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (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 720 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 23 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

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

(End of Clause)

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

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs

(e) Informational SLINs, e.g. 000101, are as follows:

Numeric SLIN	ACRN	Amount Obligated
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CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 24 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**PGI 204.7108 Payment instructions.**

(a) *Scope.* This section applies to contracts and any separately priced orders that--

(1) Include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items);

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS 204.7104-1(a)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions—

(1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;

(2) Shall be consistent with the reasons for the establishment of separate contract line items;

(3) Shall be selected from those provided in paragraph (d) of this section;

(4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;

(5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;

(6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 25 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items;

(8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and

(9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.

(d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order, insert the following:

**252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services (NAVAIR)(DEC 2012)**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A006. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

**General:** The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A006. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 26 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in the CDRL attachment shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

**a) Incurred Costs:**

- 1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in the CDRL attachment.
- 2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in the CDRL attachment. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.
- 3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in the CDRL attachment. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."

**b) Progress:** A description of progress made during the invoice period by SOW tasking shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

Accounting Data

SLINID	PR Number	Amount
400001	130022713800001	[REDACTED]
LLA :		
AA 97-11X8242 2878 000 74782 0 065916 2D PKUA44 030280070GGM		
400002	130022714000001	[REDACTED]
LLA :		
AB 97-11X8242 2817 000 74172 0 065916 2D PSZ044 123160010LAL		
400003	130022747100001	[REDACTED]
LLA :		
AC 97-11X8242 2884 000 74842 0 065916 2D PATY44 921080250SAF		
400004	130022713700001	[REDACTED]
LLA :		
AD 97-11X8242 2817 000 74172 0 065916 2D PSZ044 930760200LAC		
400005	130022713900001	[REDACTED]

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 31 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: In addition to the following, all provisions of Section H shall be in accordance with Section H of the Seaport-e Basic Contract if applicable.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in performance of this Task Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

[ ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 32 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

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

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

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



CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 33 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 12 month prohibition after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

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

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

(3) the dollar amount;

(4) the period of performance; and

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

#### **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.

#### **5252.237-9501 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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 34 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

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

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875)

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 35 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

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

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

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

#### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

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

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 36 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 37 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 38 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

Note: In addition to the following, all provisions of Section I shall be in accordance with Section I of the Seaport-e Basic Contract if applicable.

### FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Performance Based Task Order. This procurement will have a one year base period and two (2) one (1) year option periods.

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

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

### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

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

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

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

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

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

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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 39 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

CONTRACT NO. N00178-05-D-4604	DELIVERY ORDER NO. 4Y02	AMENDMENT/MODIFICATION NO. 09	PAGE 40 of 40	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 Quality Assurance Surveillance Plan (QASP)  
Contract Data Requirements List (CDRL) - A001, A002, A003 & A005  
COR Appointment Letter  
COR Nomination Letter  
Incurred Cost Reporting CDRL A006 & Attachment