

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 02-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. 1300230879-0001	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 cynthia.knight@navy.mil 301-342-5541	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Holmes-Tucker International, Inc. 21789 N. Coral Drive, Suite 1B Lexington Park MD 20653-5518		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4361-M802
		10B. DATED (SEE ITEM 13) 01-May-2009

CAGE CODE 0MY64	FACILITY CODE
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(b) Unilateral Modification and FAR 52.232-22 Limitation of Funds

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rita A Pegg, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Rita A Pegg (Signature of Contracting Officer)	16C. DATE SIGNED 02-Feb-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this unilateral modification is to 1) Replace the Task Order Manager (TOM); 2) Provide funding for continued task order performance; and 3) Update Section G Contract Administration Data, clause SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993). Accordingly, said Task Order is modified as follows:

1) Under Sections C, D, F, and G, replaced the TOM of the task order.

2) The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,898,034.72 by \$167,000.00 to \$2,065,034.72.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430005	O&MN,N	0.00	162,000.00	162,000.00
630004	O&MN,N	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$4,028,276.15 by \$0.00 to \$4,028,276.15.

3) Under Section G Contract Administration Data, clause SEA 5252.232-9104 is hereby updated and replaced as follows:

### **REPLACE WITH:**

#### **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:

#### **FUNDING PROFILE**

It is estimated that these incremental funds will provide for **20,048** direct labor hours. The following details funding to date:

#### **BASE PERIOD:**

Description: Labor CLIN 4000

Total NTE: \$528,721.57

Funds Allotted to Cost: \$298,338.56

Funds Allotted to Fee: \$19,391.98

Funds Available for Payment: \$317,730.54

Remains to Be Funded: \$210,991.03

Description: ODC CLIN 6000

Total NTE: \$61,286.70

Funds Available for Payment: \$10,000.00

Remains to Be Funded: \$51,286.70

PERIOD OF PERFORMANCE: 01 May 2009 - 30 November 2009

#### **OPTION 1:**

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Description: Labor CLIN 4100  
Total NTE: \$1,094,075.71  
Funds Allotted to Cost: \$395,574.80  
Funds Allotted to Fee: \$25,712.38  
Funds Available for Payment: \$421,287.18  
Remains to Be Funded: \$672,788.53

Description: ODC CLIN 6100  
Total NTE: \$63,738.17  
Funds Available for Payment: \$4,000.00  
Remains to Be Funded: \$59,738.17

PERIOD OF PERFORMANCE: 01 December 2009 - 30 November 2010

**OPTION 2:**

Description: Labor CLIN 4200  
Total NTE: \$954,755.53  
Funds Allotted to Cost: \$240,718.31  
Funds Allotted to Fee: \$15,646.69  
Funds Available for Payment: \$256,365.00  
Remains to Be Funded: \$698,390.53

Description: ODC CLIN 6200  
Total NTE: \$54,483.44  
Funds Available for Payment: \$10,000.00  
Remains to Be Funded: \$44,483.44

PERIOD OF PERFORMANCE: 01 December 2010 - 26 September 2011

**OPTION 3:**

Description: Labor CLIN 4300  
Total NTE: \$1,202,275.90  
**Funds this Mod: \$165,000.00**  
**Funds Allotted to Cost: \$959,624.42**  
**Funds Allotted to Fee: \$62,375.58**  
**Funds Available for Payment: \$1,022,000.00**  
**Remains to Be Funded: \$180,275.90**

Description: ODC CLIN 6300  
Total NTE: \$68,939.13  
**Funds this Mod: \$5,000.00**  
**Funds Available for Payment: \$23,652.00**  
**Remains to Be Funded: \$45,287.13**

PERIOD OF PERFORMANCE: 27 September 2011 - 26 September 2012

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

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

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

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

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All other terms and conditions of the task order remain in full force and effect.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
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4000	FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. Base Period (7 months). (OTHER) (OTHER)	1.0 LO	\$496,452.18	\$32,269.39	\$528,721.57
400001	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. (OTHER)				
400002	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. (OTHER)				
400003	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. (OTHER)				
400004	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. (OTHER)				
400005	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. (OTHER)				
400006	Labor Funding for FACILITIES SSAR Logistic Support in accordance with Section C				

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SOW and CDRLs.  
(OTHER)

4100	FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs. Option Period 1. (OTHER)	1.0 LO	\$1,027,301.14	\$66,774.57	\$1,094,075.71
410001	Labor Funding for Facilities SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)				
410002	Labor Funding for Facilities SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)				
410003	Labor Funding for Facilities SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)				
410004	Labor Funding for Facilities SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)				
410005	Labor Funding for BAMS Logistics Support in accordance with Section C SOW 5.2 and CDRLs. (RDT&E)				
410006	Labor Funding for Facilities SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)				
4200	FACILITIES SSAR Logistic Support in accordance with Section C SOW and CDRLs.	1.0 LO	\$896,484.06	\$58,271.47	\$954,755.53

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Option Period 2.  
(O&MN,N)

420001 Labor Funding for  
Facilities SSAR  
Logistics Support  
in accordance  
with Section C  
SOW and CDRLs.  
(O&MN,N)

420002 Labor Funding for  
Facilities SSAR  
Logistics Support  
in accordance  
with Section C  
SOW and CDRLs.  
(O&MN,N)

420003 Labor Funding for  
Facilities SSAR  
Logistics Support  
in accordance  
with Section C  
SOW and CDRLs.  
(O&MN,N)

4300	Option Period 3 FACILITIES SSAR Logistics Support in accordance with Section C SOW and CDRLs. (OTHER)	1.0	LO	\$1,128,897.56	\$73,378.34	\$1,202,275.90
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430001 Labor Funding for  
SSAR NAVAIR  
Facilities  
Support (O&MN,N)

430002 Labor Funding for  
SSAR FRA  
Facilities  
Support (O&MN,N)

430003 Labor Funding for  
SSAR ET Training  
Development  
Support (O&MN,N)

430004 Labor Funding for  
NPRL SIT  
Facilities  
(O&MN,N)

430005 Labor Funding for  
NAVAIR Facilities  
and SSAR Support  
(O&MN,N)

4400	FACILITIES SSAR Logistic Support in accordance with Section C	1.0	LO	\$1,168,408.97	\$75,946.58	\$1,244,355.55
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SOW and CDRLs.  
Option Period 4.  
(OTHER)  
Option

4500	FACILITIES SSAR 1.0 Lot Logistic Support in accordance with Section C SOW and CDRLs. Option Period 5 (5 months). (OTHER) Option	1.0 LO	\$704,530.82	\$45,794.50	\$750,325.32
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For ODC Items:

Item	Supplies/Services	Qty Unit	Est. Cost
6000	FACILITIES SSAR ODCs, Travel, Material, and Training in support of Labor CLIN 4000. Base Period (7 months). (OTHER)	1.0 LO	\$61,286.70
600001	Funding for FACILITIES SSAR ODCs, Travel, Material, and Training in support of Labor CLIN 4000. (OTHER)		
6100	FACILITIES SSAR ODCs, Travel, Material, and Training in support of Labor CLIN 4100. Option Period 1. (OTHER)	1.0 LO	\$63,738.17
610001	Funding for FACILITIES SSAR, ODCs, Travel, Material, and Training in Support of Labor CLIN 4100 (OTHER)		
6200	FACILITIES SSAR ODCs, Travel, Material, and Training in support of Labor CLIN 4200. Option Period 2. (O&MN,N)	1.0 LO	\$54,483.44

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620001 Funding in  
support of CLIN  
4200 (O&MN,N)

6300 Option Period 3 1.0 LO \$68,939.13  
FACILITIES SSAR  
ODCs, Travel,  
Material, and  
Training in  
support of Labor  
CLIN 4300.  
(OTHER)

630001 Funding in  
support of CLIN  
4300 (O&MN,N)

630002 Funding in  
support of CLIN  
4300 (O&MN,N)

630003 Funding in  
support of CLIN  
4300 (O&MN,N)

630004 Funding in  
support of CLIN  
4300 (O&MN,N)

6400 FACILITIES SSAR 1.0 LO \$71,697.03  
ODCs, Travel,  
Material, and  
Training in  
support of Labor  
CLIN 4400. Option  
Period 4. (OTHER)  
Option

6500 FACILITIES SSAR 1.0 LO \$31,068.75  
1.0 Lot ODCs,  
Travel, Material,  
and Training in  
support of Labor  
CLIN 4400. Option  
Period 5 (5  
months). (OTHER)  
Option

Additional SLINs may be created to accomodate different types of funds that may be used to fund this effort.

All CLINs are Cost Reimburseable to include travel, materials, and training.

The exercise of Option CLIN 4000, 4100, 4200, 4300, 4400, 4500, 6000, 6100, 6200, 6300, 6400, and 6500 is contingent upon the award term option period at the basic contract level being exercised.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE BASED STATEMENT OF WORK

**1.0 Introduction:** The AIR 6.7.2.3 branch NAVAIR's Facilities Support Lead (FSL) was developed to help NAVAIR programs through the processes and time-lines required to identify and execute their ship and shore facility requirements and to ensure that Navy and Marine Corps military and civilian personnel performing RDT&E, operational, training, and maintenance activities have the facilities they need to accomplish their mission. The task of providing quality facilities support to the Fleet requires extensive coordination and documentation of requirements among many activities and stakeholders in the Navy, other services, and contractors to ensure that cost, schedule, performance, sustainability, and readiness objectives are met. It requires a multi-disciplinary approach since many issues affect facilities, such as civil engineering, environment, logistics, readiness, and cost.

**2.0 Background:** Facilities Integrators are responsible for developing and documenting the facilities requirements for existing and new air systems for the Navy and Marine Corps. Currently, DoN program managers are directed to create a Facilities Requirement Document (FRD) specific to their own program's facility requirements. Due to the complex nature of extensive data and paper documentation, the DoD library of FRDs is not capable of monitoring the growth of capability requirements. Facility planning for current and future systems at afloat and shore locations requires quantified, rationalized, readily available information about the needs for operational, maintenance and training facilities for such systems. The Facilities Enterprise Leadership Team (FELT) has been directed to integrate/improve processes and develop tools that shall improve the business process in both ship and shore facilities identification and execution process for the Facilities Enterprise Team (FET) developing and executing these requirements. The FET is composed of those facilities and logistics professionals from all skill levels and areas of expertise, both internal and external to NAVAIR, across all locations that provide facilities support to aviation programs. These logistic support services shall require improving the process of maintaining, modifying, and updating technical requirements by enhancing the DoN's ability to convert paper documents to an electronic database format. In the past, first level phasing has included baselining Facilities Requirement Documents (FRDs). Second phase efforts include Developmental Testing/Operational Testing (DT/OT), creating an Airborne requirements module (currently using C-17 laser mapping), creating a facility Site Survey module, continuing development of the Aviation/Ship Certification Requirements (CGX) module, and giving designated program personnel the capability to update records.

**3.0 Scope of Work:** The Facilities Support Lead (FSL) and Facilities Enterprise Leadership Team (FELT) in support of the Facilities Enterprise Team (FET) shall enter phase three efforts to continue updating and improving the processes and data collection efforts already developed. This includes updating the DoN's existing Ship Shore Aviation Requirements (SSAR), which was delivered on February 21, 2008. Updates shall include other program facility requirements identified by CNAF, NAVFAC, NAVSEA, NAVAIR, CNIC and Coast Guard for all Naval Aviation Weapons Systems, Air Capable Ships and Shore Activities. Various phases of the SSAR tool will require multiple forms of data entry (i.e. paper-to-electronic, online data uploads, and data transfers). Phase three shall consist of logistic support services, facilitating live data input from designated program personnel and template availability for new programs. This effort shall require daily collaboration with the FSL and FELT with efforts focused on improving, updating, and validating the facilities requirements and attributes.

**4.0 Applicable Directives:** Specific requirements documents, specifications, standards, and references currently required for the performance of the task order are listed below. The Government will provide access to all necessary reference documents not commercially or generally available to the contractor. The following list of directives is provided for reference only:

DoD Directive 5000.1, available at <https://akss.dau.mil/dag/DoD5000.asp?view=document&doc=1>

DoDI 5000.2, available at <https://akss.dau.mil/dag/DoD5000.asp?view=document&doc=1>

MILCON Team Planning and Program Process, reference Attachment 13- "Navy Ashore Vision 2030"

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Ship Facilities Acquisition, reference Attachment 14- "Aviation/Ship Integration Policy NAVAIR INSTRUCTION 5400.161"

4.1 All Information Assurance (IA) shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"
- NAVAIR CIO Website (NAVAIR specific policy and guidelines): <https://mynavair.navair.navy.mil/cio>
- OMB Guide for Managing U.S. Government Websites <http://www.usa.gov/webcontent/>
- OMB Policies for Federal Public Websites, OMB M-05-04  
[http://www.usa.gov/webcontent/policies\\_and\\_implementation.shtml](http://www.usa.gov/webcontent/policies_and_implementation.shtml)
- Section 508 Standards <http://www.section508.gov/>
- DOD Web Policy and Guidelines <http://www.defenselink.mil/webmasters/>
- Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website  
<https://www.nioc-norfolk.navy.mil/operations/wra/wra.shtml>

## 5.0 Performance Requirements:

### FACILITES REQUIREMENTS DEVELOPMENT and EXECUTION PROCESS SUPPORT

#### 5.1 Logistics Support Tasking:

5.1.1 The contractor shall extend user base for the NAVAIR logistics IT system, Ship Shore Aviation Requirements (SSAR) tool, through site additions, template updates, streamlined user interface of FRDs and the process of information/data gathering of FRDs from the APMLs/program offices for identifying facilities requirements to include gap analysis reports of existing ship/shore/airborne facilities documents (Reference paragraph 3.0).

5.1.2 The contractor shall maintain a comprehensive data set for the Naval Aviation Facilities Requirements Data Directory to help standardize and improve processes of identifying ship and shore facility requirements throughout the Navy by using an online-accessible repository. Routine Maintenance shall include, but not limited to, daily updates to SSAR FRD data sets as coordinated by the TOM.

5.1.3 The contractor shall provide analysis and recommendations for standardizing Navy-wide development and execution of ship/shore/airborne requirements through the interpretation of Navy programs and facilities acquisition policy.

5.1.4 The contractor shall communicate information, such as FRD statistics and data related to weapon system ship / shore facilities requirements development and execution process references, to the Facilities Enterprise Team (FET) throughout the Navy during monthly FELT meetings.

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5.1.5 The contractor shall identify the commonality and differences between ship and shore facility requirements and stand alone identification and execution of the ship/shore/airborne requirements for development of the requirements in SSAR.

5.1.6 The contractor shall have required online updates of FRDs from directed program offices to SSAR posted for ship and shore planners/engineers to be available within five (5) working business days.

5.1.7 The contractor shall develop and present quarterly training for FET membership regarding the facilities requirement development and execution process. Shall provide in-class training and associated learning material such as handbooks, handouts, worksheets, and videos. Training shall be presented in Microsoft PowerPoint version 2003 or later format. Shall ensure that hard copies of the material are available for every student during the course. Number of students shall be provided by the Task Order Manager (TOM). The training shall be a multi-event evolution (3 days), each day lasting 8 hours and conducted at the contractor's regional office site, located within 30 miles of Patuxent River, MD.

5.1.8 The contractor shall provide a SSAR helpdesk for operator assistance. Helpdesk shall consist of a phone line manned from 6:00 AM to 7:00 PM Eastern Standard Time, Monday through Friday, to accommodate East Coast and West Coast users.

5.1.8.1 The contractor shall respond to help desk inquiries based on documented government policies and established standard operating procedures (SOPs). For policy inquiries not covered by documented government policies or SOPs, or not under the cognizance of AIR 6.7.2.3 shall refer the inquiry to a government lead in AIR 6.7.2.3.

5.1.8.2 The maintaining and tracking of trouble ticket reports shall be submitted in Microsoft Excel/Word version 2003 or later as coordinated with the TOM (reference CDRL A001). Shall provide a weekly summary of trouble-ticket requests. See "Performance Based Metrics" addendums.

5.1.9 The contractor shall monitor the user rate of the SSAR tool (total quantity, organizations, and primary users) while maintaining and tracking on a spreadsheet in Microsoft Excel/Word version 2003 or later as coordinated with the TOM (Reference CDRL A002).

5.1.9.1 The contractor shall maintain a 95% accurate, monthly updated list of primary customer users as contact reference for customer platforms. This list shall be sent directly to the TOM with the following contact information: name, organization, phone number. See Performance Based Metrics Addendum.

5.1.10 The contractor shall provide the NAVAIR National Facilities Support Lead with development/lifecycle documents. Documents shall focus on facilities requirements development and execution through phase three of SSAR. Documents shall be formatted in Microsoft Excel/Word version 2003 or later as coordinated with the TOM (Reference CDRL A002).

## **5.2 Research, Development, Test, and Evaluation (RDT&E) Tasks:**

5.2.1 The contractor shall utilize the Dynamic Object Oriented Requirements System (DOORS) to provide an enhanced, automated process of electronically scanning of paper FRD documents and extracting technical requirements. Shall require automated analysis and classification by placing extracted data into the SSAR repository maintained at the government facility at Naval Surface Warfare Center, Dahlgren, VA, with an input schedule of no more than five (5) working business days.

5.2.2 The contractor shall establish automated test procedures to ensure data transformation is accurate, with 95% of the data elements being correctly transferred. The validation/verification process shall take no more than five (5) working business days.

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

5.2.4 The contractor shall provide analysis and recommendations to enhance the facilities site survey

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data documentation and process. Goals shall be to provide toolsets to utilize currently added weapons system requirements in SSAR. Shall participate in and provide technical support and analysis to include reductions in site surveys conducted, elimination of redundancy in site surveys, transference of existing/future site survey data to SSAR and Gap analysis through site surveys. Site surveys shall be provided by program office/APMLs.

### 5.3 FET Communication Website:

5.3.1 The contractor shall have an advanced working knowledge and programming capability to use Microsoft SharePoint upon award of contract.

5.3.2 The contractor shall be capable of tracking, maintaining, and making applicable software/system updates as approved by the TOM to the FET Microsoft SharePoint portal located at the government facility, Naval Surface Warfare Center, Dahlgren, VA. The POC shall be the Navy System Engineering Resource Center (NSERC) at (540) 653-2979. Updates will be directed by the NAVAIR 6.7.2.3 National Facility Support Lead. Updates shall be tracked weekly as directed by TOM, and status reports delivered to the TOM monthly using Microsoft Excel/Word version 2003 or later as coordinated with the TOM (Reference CDRL A002).

5.3.3 All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated with MyNAVAIR (NAVAIR Corporate Portal) whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to those referenced under 4.0 Applicable Directives.

### 5.4 Travel Estimate:

Required travel for this effort shall consist of the following locations, trips, persons, days:

FROM	TO	# of Persons	Trips	Days
Contractor's Site	Lakehurst, NJ	2	4	4
Contractor's Site	Orlando, FL	2	4	4
Contractor's Site	Washington Navy Yard, D.C.	2	4	1
Contractor's Site	Dahlgren, VA	2	15	1

All travel expenses shall be authorized by the TOM, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the contractor. Travel shall be reimbursed at cost in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR) found at <http://dodtravelregs.hqda.pentagon.mil/>.

### 5.5 Material and Equipment:

The contractor may be required to provide material and supplies. The contractor shall purchase miscellaneous supplies and hardware for report publication and dissemination and other equipment, supplies, and mailings in support of this effort through Other Direct Costs (ODC). The material expenses shall be authorized by the TOM, and only those material expenses having prior TOM approval shall be reimbursed to the contractor.

5.5.1 Given a five (5) working business days notice, the contractor shall be able to have accessibility and capability to use teleconference facilities and equipment, and online teleconference software (i.e. GoToMeetings online conferencing) to function as a host at contractor offsite location. Availability and usability of teleconference facilities and equipment shall be required upon date of award.

5.5.2 The contractor shall provide agendas, hosting, and execution of FELT and FET-related national and

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local conferences to be hosted at contractor's regional office (Reference SOW Paragraph 5.7.1). Conference agenda and attendees shall be coordinated with the TOM.

5.5.2.1 There shall be monthly conferences with the FELT. Agendas shall be sent electronically at least two days prior to conference, and hardcopies of the agenda shall be provided to all attendees of the conference. Meeting notes shall be documented in a post-conference report, presented electronically in Microsoft Excel/Word version 2003 or later as coordinated with the TOM to all attendees, within five (5) working business days of the conference end.

5.5.2.2 There shall be semi-annual conferences with the FET. Agendas shall be sent electronically at least two days prior to conference, and hardcopies of the agenda shall be provided to all attendees of the conference. Meeting notes shall be documented in a post-conference report, presented electronically in Microsoft Excel/Word version 2003 or later as coordinated with the TOM to all attendees, within five (5) working business days of the conference end.

5.5.3 The contractor shall attend Navy national symposiums to interface and network the FELT and FET. Contractor shall provide FET promotion literature, handouts, and promotional displays. Maximum two (2) persons are expected to attend. Dates of national symposiums to be attended shall be provided by the TOM.

5.5.3.1 Symposium meeting notes shall be documented in a post-conference report, presented electronically in Microsoft Excel/Word version 2003 or later as coordinated with the TOM to all attendees, within five (5) working business days of the conference.

## **5.6 NMCI Connectivity**

5.6.1 Contractor shall have Government Public Key Infrastructure (PKI) Certificates upon award of contract execution. The contractor shall have NMCI computer resources connectivity in accordance with DFARS 5252.237-9503. The contractor shall possess NMCI connectivity from the start of award period for all personnel requiring access to FET Microsoft SharePoint portal and the SSAR database located at Dahlgren, VA.

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

## **ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)**

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

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

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

## **5.7 Place of Performance:**

5.7.1 The logistic support services to be performed herein shall be performed at 100% contractor site. Duties shall require regional office to host bi-weekly FELT meetings within 30 miles of the following

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location:

Naval Air Systems Command  
 NAS Patuxent River  
 NAVAIR 6.7.2.1  
 Hinkle Circle Bldg. 2494  
 Patuxent River, MD 20670

### 5.8 Performance Metrics:

5.8.1 This requirement is a performance based work statement and shall be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) and Performance Based Metrics standards included in Attachment 1 and in the Contractor Performance Assessment Reporting System (CPARS).

### 5.9 Security and Government Base Access:

5.9.1 No Operation Security (OPSEC) Plan shall be required nor security classification level.

5.9.2 Access to classified documents is not required, but access by contractor personnel on this contract is required for the following sites: Naval Air Station, Patuxent River, MD, Dahlgren, VA, Orlando, FL, and Lakehurst, NJ. Base access shall be arranged through the Government Task Order Manager (TOM). The TOM shall have the responsibility to coordinate and provide a complete authorized Contractor Base Access Request Form for access to any government installation.

5.9.2.1 Visit requests shall be the need to know basis certified by the TOM. Visit request to military and government installations for classified or unclassified visits from subcontractors shall be sent via the prime contractor who will certify the need to know basis.

5.9.3 Information Technology Security Reporting. It is imperative that the Government maintain thorough visibility of personnel accessing Government systems while performing under this contract. Therefore, the contractor shall provide an Information Technology Personnel Security Report for NAVAIR Security (CDRL A004). The contractor shall separately provide an Information Technology Personnel Security Report for the COR (CDRL A005). Both reports shall be completed 30 days after contract award, with updates within 30 days of gain or loss of employee. Reference NAVAIR Clause 5252.204-9505 "Information Assurance and Personnel Security Requirements for Accessing Government Information Technology System."

### 6.0 Key Personnel

(a) Resumes: The Contractor shall provide individual and corporate experience and expertise commensurate with the technical requirements of this contract. Key personnel must be available for full-time assignment to this contract at contract award. Those considered to be key personnel shall be specified in Attachment 9 "Workforce Qualifications". The experience of personnel proposed must be equal to (or exceed) the level specified elsewhere in this contract.

### 7.0 Deliverables/ CDRL'S:

Exhibit A CDRLS:

CDRL A001- Software/Database Trouble Ticket Report  
 CDRL A002- Technical Report-Monthly Status Report  
 CDRL A003- Technical Report-Funds and Man-Hours Expenditure Report  
 CDRL A004- Information Technology Personnel Security Report for NAVAIR Security  
 CDRL A005- Information Technology Personnel Security Report for COR

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

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(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, found under Attachment 4 and Attachment 6, OR available at [https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS\\_32\\_1757\\_856\\_0\\_-1\\_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166654/0/0/0/IT%20POSITIONS.pdf;jsessionid=HWY1yvNVGR0k0ywnsyBbLs1MszRzT7vk4lq6W1nMQhDQLy0Nyf09!316776776](https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166654/0/0/0/IT%20POSITIONS.pdf;jsessionid=HWY1yvNVGR0k0ywnsyBbLs1MszRzT7vk4lq6W1nMQhDQLy0Nyf09!316776776) as amended [https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS\\_32\\_1757\\_856\\_0\\_-1\\_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/170926/0/0/0/IT%20Policy%20Amendment%206%20June%202007](https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/170926/0/0/0/IT%20Policy%20Amendment%206%20June%202007) or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR provided as Attachment 5 (or available at [https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875\\_12jun2006.pdf](https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf)) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS\\_32\\_1757\\_856\\_0\\_-1\\_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/0/IT%20Positions%20Process%20for%20Contractors.doc](https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_1757_856_0_-1_47/http%3B/pxcpo013.navair.navy.mil%3B7001/collab/docman/download/166652/0/0/0/IT%20Positions%20Process%20for%20Contractors.doc).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL A0004 and A0005. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

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

(1) Name and business address of the Contractor:

Holmes-Tucker International, Inc.  
2101 Executive Drive, TB82  
Hampton, VA 23666-2417

(2) Contract Number: N00178-05-D-4361

(3) Task Order Number: M802

(4) Sponsor:

Clifford Brown  
Code AIR-6.7.2.1  
Patuxent River NAS  
Hinkle Circle, Bldg 2494  
Patuxent River, MD 20670

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## SECTION E INSPECTION AND ACCEPTANCE

### E-1 INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with Section E of the SeaPort-E Basic Multiple Award Contract.

### E-2 PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR 37.6 Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) provided under Attachment 1.

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

### QUALITY ASSURANCE SURVEILLANCE PLAN

1. The contractor's performance in each of the task areas of the Statement of Work shall be continually monitored in conjunction with the SeaPort-E Contractor Performance Assessment System and the criteria set forth below. The written evaluation will be accomplished on an annual basis prior to exercise of option periods. The results of this evaluation shall factor into the Government option exercise determination and will be taken into account in the contractor's evaluation. The primary Government official responsible for the QASP evaluation is the Task Order manager (TOM) for the order. Other Government individuals having information relevant to the quality of contractor performance may assist the TOM.

2. Contractor performance shall be assessed on a continuing bases throughout the year based on review and assessment of delivery, technical and management, by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, and general contacts with the contractor.

3. Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvement made in an area during evaluation period will also be considered, as well as degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contractual technical requirements, including the technical accuracy and general quality (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source and completeness of reports/data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner.

3.2 Schedule – Assess the contractor's adherence to the required delivery schedule by assessing the contractor's efforts during the assessment period that contribute to or effect the schedule variance. Also address significance of scheduled events (i.e., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions.

3.3 Cost Control – Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost.

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Is the contractor experiencing cost growth or under run? If so, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor provided person-hour estimates, the relationship of these estimates to ultimate cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources in each work effort should be assessed.

3.4 Business Relations – Assess the timelines, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s reasonable and cooperative behavior, effective business relations, and customer satisfaction.

3.5 Management – Assess the contractor’s success with timely award and management of subcontracts, including whether the contractor met small/small disadvantage and women-owned business participation goals. Discuss the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected program elements in a timely manner. Assess the contractor’s risk mitigation plans. If applicable, identify any other management areas that are unique to the contract.

Exercise of options shall only be granted under the task order upon a determination of the contractor’s satisfactory performance from the Task Order Manager.

**QASP EVALUATION RATING LEVELS**

Exceptional – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good - Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal - Performance does not meet contractual requirements. The contractual performance of the task and subtask being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor’s actions appear or were ineffective.

**E-3 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

**CLAUSES INCORPORATED BY REFERENCE**

52.246-5 Inspection of Services Cost Reimbursement APR 1984

252.246-7000 Material Inspection and Receiving Report JAN 2008

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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following firm items are from the date of task order award through 7 months thereafter, estimated at:

4000 5/1/2009 - 11/30/2009

6000 5/1/2009 - 11/30/2009

The period of performance for the following option items are from the date of option exercise through 12 months thereafter, estimated at:

4100 12/1/2009 - 11/30/2010

4200 12/1/2010 - 9/26/2011

4300 9/27/2011 - 9/26/2012

4400 9/27/2012 - 9/26/2013

6100 12/1/2009 - 11/30/2010

6200 12/1/2010 - 9/26/2011

6300 9/27/2011 - 9/26/2012

6400 9/27/2012 - 9/26/2013

The period of performance for the following option items are from date of option exercise through 5 months thereafter, estimated at:

4500 9/27/2013 - 2/26/2014

6500 9/27/2013 - 2/26/2014

**Place of Performance:** Contractor's Facility - 100% located within 30 miles of:

Naval Air Systems Command  
 NAS Patuxent River  
 NAVAIR Code 6.7.2.1  
 Hinkle Circle, Bldg. 2494  
 Patuxent River, MD 20670

### PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the Seaport-E Basic Multiple Award Contract "Deliveries or Performance F-1 Clauses)

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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**F-1 TASK ORDER OPTIONS- SEAPORT-E BASIC MULTIPLE AWARD CONTRACT**

(b) The Government may extend the term of this order by written notice to the contractor within 5 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 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years.

**F-2 DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989  
52.242-15 Stop-Work Order (AUG 1989) - ALTERNATE I APR 1984  
52.247-34 F.O.B. Destination NOV 1991

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Administration Data shall be in accordance with Section G of the SeaPort-E Multiple Award Basic Contract.

### G-1 TYPE OF CONTRACT (DEC 1999)

This is a cost-plus-fixed-fee completion type task order contract.

### G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR) (MAY 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

SLIN   ACRN   Amount   Obligated

See section G Accounting Data.

- (f) Additional special payment instructions: N/A

### G-3 TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Task Order Manager  
Name: Clifford Brown  
Code: AIR 6.7.2.1  
Telephone: 301-757-2638

Mailing Address:  
Hinkle Circle, Bldg 2494  
Patuxent River, MD 20670

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

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#### G-4 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

##### (a) Travel Costs (including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

(b) **Training.** The government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualifications requirements of this contract. Other training may be approved on a case-by-case basis by the Task Order Manager. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) **General Purpose Office Equipment (GPOE) and Information Technology (IT).** The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), related resources.

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

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

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

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup 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

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

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

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

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>S5111A</u>
Ship To DODAAC	<u>N00421</u>
DCAA Auditor DODAAC	<u>HAA210</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u> _____
Acceptance Location	<u>See Section E</u> _____

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

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

Send Additional Email Notification To:

clifford.brown@navy.mil

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8), as applicable. Such payments shall be equal to **6.5 percent ( % )** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

**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:

**FUNDING PROFILE**

It is estimated that these incremental funds will provide for **20,048** direct labor hours. The following details funding to date:

**BASE PERIOD:**

Description: Labor CLIN 4000  
Total NTE: \$528,721.57  
Funds Allotted to Cost: \$298,338.56  
Funds Allotted to Fee: \$19,391.98  
Funds Available for Payment: \$317,730.54  
Remains to Be Funded: \$210,991.03

Description: ODC CLIN 6000  
Total NTE: \$61,286.70  
Funds Available for Payment: \$10,000.00  
Remains to Be Funded: \$51,286.70

PERIOD OF PERFORMANCE: 01 May 2009 - 30 November 2009

**OPTION 1:**

Description: Labor CLIN 4100  
Total NTE: \$1,094,075.71  
Funds Allotted to Cost: \$395,574.80

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Funds Allotted to Fee: \$25,712.38  
Funds Available for Payment: \$421,287.18  
Remains to Be Funded: \$672,788.53

Description: ODC CLIN 6100  
Total NTE: \$63,738.17  
Funds Available for Payment: \$4,000.00  
Remains to Be Funded: \$59,738.17

PERIOD OF PERFORMANCE: 01 December 2009 - 30 November 2010

**OPTION 2:**

Description: Labor CLIN 4200  
Total NTE: \$954,755.53  
Funds Allotted to Cost: \$240,718.31  
Funds Allotted to Fee: \$15,646.69  
Funds Available for Payment: \$256,365.00  
Remains to Be Funded: \$698,390.53

Description: ODC CLIN 6200  
Total NTE: \$54,483.44  
Funds Available for Payment: \$10,000.00  
Remains to Be Funded: \$44,483.44

PERIOD OF PERFORMANCE: 01 December 2010 - 26 September 2011

**OPTION 3:**

Description: Labor CLIN 4300  
Total NTE: \$1,202,275.90  
**Funds this Mod: \$165,000.00**  
**Funds Allotted to Cost: \$959,624.42**  
**Funds Allotted to Fee: \$62,375.58**  
**Funds Available for Payment: \$1,022,000.00**  
**Remains to Be Funded: \$180,275.90**

Description: ODC CLIN 6300  
Total NTE: \$68,939.13  
**Funds this Mod: \$5,000.00**  
**Funds Available for Payment: \$23,652.00**  
**Remains to Be Funded: \$45,287.13**

PERIOD OF PERFORMANCE: 27 September 2011 - 26 September 2012

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

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

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

**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

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shall be **57,386** 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 **229** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus Expended LOE}) \text{ divided by Required LOE})$$

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

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the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determined that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.\*

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

\* The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer.

```

Accounting Data
SLINID  PR Number          Amount
-----
400001  1300122397          75500.00
LLA :
AA 1791804 4A4N 252 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A00000140413
CIN: 130012239700001
ACRN: AA

400002  1300122397          40000.00
LLA :
AB 1791804 4A4N 252 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A10000140413
CIN: 130012239700002
ACRN: AB

600001  1300122397          10000.00
LLA :
AB 1791804 4A4N 252 00019 0 050120 2D 000000
Standard Number: N/A
COST CODE: A10000140413
CIN: 130012239700002
ACRN: AB

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BASE Funding 125500.00  
Cumulative Funding 125500.00

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400003 1300128628 76762.54  
 LLA :  
 AC 1791804 4A4N 252 00019 0 050120 2D 000000  
 Standard Number: NA  
 Cost Code: A00000208826  
 CIN: 130012862800001  
 ACRN: AC

MOD 02 Funding 76762.54  
 Cumulative Funding 202262.54

MOD 03

400004 1300131133 40000.00  
 LLA :  
 AD 1791804 4A4N 252 00019 0 050120 2D 000000  
 Standard Number: NA  
 COST CODE: A00000237632  
 CIN: 130013113300001  
 ACRN: AD

MOD 03 Funding 40000.00  
 Cumulative Funding 242262.54

MOD 04

400005 1300131133-0001 9234.00  
 LLA :  
 AE 1791804 4A4N 252 00019 0 050120 2D 000000  
 Standard Number: NA  
 COST CODE: A00000237632  
 CIN: 130013113300002  
 ACRN: AE

MOD 04 Funding 9234.00  
 Cumulative Funding 251496.54

MOD 05

400006 1300131133-0002 76234.00  
 LLA :  
 AF 1791804 4A4N 252 00019 0 050120 2D 000000  
 Standard Number: NA  
 COST CODE: A00000237632  
 CIN: 130013113300003  
 ACRN: AF

MOD 05 Funding 76234.00  
 Cumulative Funding 327730.54

MOD 06

410001 1300138166 178500.00  
 LLA :  
 AG 1701804 4A4N 252 00019 0 050120 2D 000000 A00000312824  
 Standard Number: NA  
 CIN:130013816600001

610001 1300138166 4000.00  
 LLA :  
 AG 1701804 4A4N 252 00019 0 050120 2D 000000 A00000312824  
 Standard Number: NA  
 CIN: 130013816600001

MOD 06 Funding 182500.00  
 Cumulative Funding 510230.54

MOD 07

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410002 1300146710 46652.00  
 LLA :  
 AH 1701804 4A4N 252 00019 0 050120 2D 000000 A00000375130  
 Standard Number: NA  
 CIN: 130014671000001

MOD 07 Funding 46652.00  
 Cumulative Funding 556882.54

MOD 08

410003 1300149910 65000.00  
 LLA :  
 AJ 1701804 4A4N 252 00019 0 050120 2D 000000 A00000395981  
 Standard Number: na  
 CIN# 130014991000001

MOD 08 Funding 65000.00  
 Cumulative Funding 621882.54

MOD 09

410004 1300138166-0001 48831.18  
 LLA :  
 AG 1701804 4A4N 252 00019 0 050120 2D 000000 A00000312824  
 Standard Number: na  
 CIN: #130013816600002

MOD 09 Funding 48831.18  
 Cumulative Funding 670713.72

MOD 10

410005 1300178071 64652.00  
 LLA :  
 AK 1701319J7A2 252 00019 0 050120 2D 000000 A00000560084  
 Standard Number: CIN 130017807100001

MOD 10 Funding 64652.00  
 Cumulative Funding 735365.72

MOD 11

410006 1300138166-0002 17652.00  
 LLA :  
 AG 1701804 4A4N 252 00019 0 050120 2D 000000 A00000312824  
 Standard Number: N/A  
 CIN: 130013816600003

MOD 11 Funding 17652.00  
 Cumulative Funding 753017.72

MOD 12

420001 1300182027 140861.00  
 LLA :  
 AL 1711804 4A4N 252 00019 0 050120 2D 000000 A00000594523  
 CIN 130018202700001

MOD 12 Funding 140861.00  
 Cumulative Funding 893878.72

MOD 13

420002 1300182027-0001 78822.00  
 LLA :  
 AL 1711804 4A4N 252 00019 0 050120 2D 000000 A00000594523  
 CIN 130018202700002

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620001 1300182027-0001 10000.00  
 LLA :  
 AL 1711804 4A4N 252 00019 0 050120 2D 000000 A00000594523  
 CIN 130018202700002

MOD 13 Funding 88822.00  
 Cumulative Funding 982700.72

MOD 14 Funding 0.00  
 Cumulative Funding 982700.72

MOD 15

420003 1300207420 36682.00  
 LLA :  
 AM 1711804 4A4N 252 00019 0 050120 2D 000000 A00000767124  
 CIN: 130020742000001

MOD 15 Funding 36682.00  
 Cumulative Funding 1019382.72

MOD 16

430001 1300228422 350000.00  
 LLA :  
 AN 1711804 KU2N 252 FA678 2 068342 2D 04B2N0 9102X252102X  
 NON-SEVERABLE  
 CIN 130022842200001

430002 1300227827 195000.00  
 LLA :  
 AP 1711804 4A4N 252 00019 0 050120 2D 000000 A00000884276  
 CIN 130022782700001

430003 1300227632 130000.00  
 LLA :  
 AQ 1711804 4RZ3 252 00019 0 050120 2D 000000 A00000881947  
 CIN 130022763200010

630001 1300227827 12000.00  
 LLA :  
 AP 1711804 4A4N 252 00019 0 050120 2D 000000 A00000884276  
 CIN 130022782700001

630002 1300227632 1652.00  
 LLA :  
 AQ 1711804 4RZ3 252 00019 0 050120 2D 000000 A00000881947  
 CIN 130022763200010

MOD 16 Funding 688652.00  
 Cumulative Funding 1708034.72

MOD 17

430004 1300230879 185000.00  
 LLA :  
 AR 1721804 4A4N 252 00019 0 050120 2D 000000 A00000912218  
 CIN 130023087900001

630003 1300230879 5000.00  
 LLA :  
 AR 1721804 4A4N 252 00019 0 050120 2D 000000 A00000912218  
 CIN 130023087900001

MOD 17 Funding 190000.00  
 Cumulative Funding 1898034.72

MOD 18

430005 1300230879-0001 162000.00  
 LLA :  
 AR 1721804 4A4N 252 00019 0 050120 2D 000000 A00000912218

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CIN 130023087900002

630004 1300230879-0001 5000.00

LLA :

AR 1721804 4A4N 252 00019 0 050120 2D 000000 A00000912218

CIN 130023087900002

MOD 18 Funding 167000.00

Cumulative Funding 2065034.72

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

### **H.3 5252.237-9500 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SREVICES**

The Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services clause in the contractor's basic SeaPort SeaPort IDIQ is incorporated in this task order by reference.

### **H.19 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 SETASIDE, 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 SBA's 8(a) program, or a service disabled veteranowned 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.

### **H.20 DATA RIGHTS**

The Data Rights clause in the contractor's basic SeaPort IDIQ is incorporated in this task order by reference.

### **H.21 BILATERAL MODIFICATIONS**

A bilateral modification (supplemental agreement) is a contract modification that is signed by the contractor and the contracting officer. For the purpose of the basic Seaport e multiple-award contract only, when a bilateral modification is submitted by the contracting officer to the Seaport e prime contractor for signature/acceptance, the contractor has twenty (20) business days to respond to the contracting officer. The contractor's response may take the form of either acceptance/signature of the bilateral modification, or notice of non-acceptance/rejection of the bilateral modification. Failure to respond within the allotted time period may result in the contractor's access to the portal and ability to receive new task orders being adversely affected. The contracting officer will consider no response to indicate acceptance of the modification and consent to the resultant terms/conditions/changes.

### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

The access to proprietary data or computer software in the contractor's basic SeaPort IDIQ is incorporated in this task order by reference.

### **HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

The Computer Software and/or Computer Database(s) delivered to and/or received from the Government clause in the contractor's basic SeaPort IDIQ is incorporated in this task order by reference.

### **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

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contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering 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 insert the period of prohibition 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

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in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of **3 years** after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with **3 years** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(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

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(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.

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

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

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

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

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

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

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

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for

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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 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.

#### **5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)**

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

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(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

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

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

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

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

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

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

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

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

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

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

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## **SECTION I CONTRACT CLAUSES**

### **52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

### **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.

### **FAR CLAUSES INCORPORATED BY REFERENCE:**

52.219-6 Notice of Small Business Set-Aside (JUN 2003)  
52.232-20 Limitations of Cost (APR 1984)  
52.232-22 Limitations of Funds (APR 1984)  
52.239-1 Privacy or Security Safeguards (AUG 1996)

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## SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLS (A001-A005)

Attachment 1- Quality Assurance Surveillance Plan (QASP) & Enclosures (1-4)

Attachment 2- Worksheet for CDRL A004- Information Technology Personnel Security Report for NAVAIR Security

Attachment 3- Worksheet for CDRL A005- Information Technology Personnel Security Report for COR

Attachment 4- Memo on IT SAAR Requirements (May 2007) and Amendment (June 2007)

Attachment 5- SAAR Form (DD 2875)

Attachment 6- IT Positions

*(Attachments 7-10 pre-award only)*

Attachment 11- Seaport-E TOM Appointment Letter

Attachment 13- Navy Ashore Vision 2030

Attachment 14- Aviation/Ship Integration Policy Navair Instruction 5400.161