

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE U

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2. AMENDMENT/MODIFICATION NO. 25

3. EFFECTIVE DATE 02-Aug-2018

4. REQUISITION/PURCHASE REQ. NO. 1300535947-0011

5. PROJECT NO. (If applicable) N/A

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE S2101A

NAVAIR Aircraft Division Pax River

DCMA Baltimore

SCD: C

Patuxent River MD 20670

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Jahn Corporation
21593 Three Notch Road
Lexington Park MD 20653-1151

N00421-13-G-0024

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4402-M802

10B. DATED (SEE ITEM 13)

01-Apr-2013

CAGE CODE 0UCN6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority) FAR 43.103(a)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

02-Aug-2018

BY (Signature of Contracting Officer)

02-Aug-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

**GENERAL INFORMATION**

The purpose of this modification is to de-obligate funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420004	WCF	[REDACTED]	[REDACTED]	[REDACTED]
420011	WCF	[REDACTED]	[REDACTED]	[REDACTED]
420016	WCF	[REDACTED]	[REDACTED]	[REDACTED]
620001	WCF	[REDACTED]	[REDACTED]	[REDACTED]
620101	WCF	[REDACTED]	[REDACTED]	[REDACTED]

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Base Year: Flight Test Services in Accordance with Section C, Performance Based Statement of Work (PBSOW); Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
400001	R425	Funding in support of Labor (WCF)					
400002	R425	Funding in support of Labor (WCF)					
400003	R425	Funding in support of Labor (WCF)					
400004	R425	Funding in support of Labor (WCF)					
400005	R425	Funding in support of Labor (WCF)					
400006	R425	Funding in support of Labor (WCF)					
400007	R425	Funding in support of Labor (WCF)					
400008	R425	Funding in support of Labor (WCF)					
400009	R425	Funding in support of Labor (WCF)					
400010	R425	Funding in support of Labor (WCF)					
400011	R425	Funding in support of Labor (WCF)					
400012	R425	Funding in support of Labor (WCF)					
400013	R425	Funding in support of Labor (WCF)					
400014	R425	Funding in support of Labor (WCF)					
400015	R425	Funding in support of Labor (WCF)					
4001	R425	Base Year: Technical Data in support of CLIN 4000, Not Separately Priced (NSP) (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4050	R425	Base Year: Flight Test Services Increased Capacity Services in Support of CLIN 4000, Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████
4100	R425	Option Year 1: Flight Test Services in Accordance with Section C, Performance Based Statement of Work (PBSOW); Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
410001	R425	Funding in Support of Labor CLIN (WCF)					
410002	R425	Funding in Support of Labor CLIN (WCF)					
410003	R425	Funding in Support of Labor CLIN (WCF)					
410004	R425	Funding in Support of CLIN 4100 PMA274 APN5 H60 CUP (WCF)					
410005	R425	Funding in Support of Labor CLIN 4100 PMA274 APN5 OMP (WCF)					
410006	R425	Funding in Support of Labor CLIN 4100 PMA274 APN5 H3 CUP (WCF)					
410007	R425	Funding in Support of Labor CLIN 4100- PMA274 RDT&E In-Service (WCF)					
410008	R425	Funding in Support of Labor CLIN 4100 - PMA274 RDT&E In-Service (WCF)					
410009	R425	Funding in Support of Labor CLIN 4100 PMA274 APN5 H3 CUP (WCF)					
4101	R425	Option Year 1: Technical Data in support of CLIN 4100, Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
4150	R425	Option Year 1: Flight Test Services Increased Capacity Services in Support of CLIN 4100, Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████
4200	R425	Option Year 2: Flight Test Services in Accordance with Section C, Performance Based Statement of Work (PBSOW); Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420001	R425	Funding in Support of CLIN 4200 ACRN: BH (WCF)					
420002	R425	Funding in Support of CLIN 4200 ACRN: BJ (WCF)					
420003	R425	Funding in Support of CLIN 4200 ACRN: BC (WCF)					
420004	R425	Funding in Support of CLIN 4200 ACRN: BB (WCF)					
420005	R425	Funding in Support of CLIN 4200 ACRN: BD (WCF)					
420006	R425	Funding in Support of CLIN 4200 ACRN: BG (WCF)					
420007	R425	Funding in Support of CLIN 4200 ACRN: BF (WCF)					
420008	R425	Funding in Support of CLIN 4200 ACRN: BX (WCF)					
420009	R425	Funding in Support of CLIN 4200 ACRN: BY (WCF)					
420010	R425	Funding in Support of CLIN 4200 ACRN: BW (WCF)					
420011	R425	Funding in Support of CLIN 4200 ACRN:BS (WCF)					
420012	R425	Funding in Support of CLIN 4200 ACRN: BZ (WCF)					
420013	R425	Funding in Support of CLIN 4200 ACRN: BT (WCF)					
420014	R425	Funding in Support of CLIN 4200 ACRN: CA (WCF)					
420015	R425	Funding in Support of CLIN 4200 ACRN: CB (WCF)					
420016	R425	Funding in Support of CLIN 4200 ACRN: CC (WCF)					
420017	R425	Funding in Support of CLIN 4200 ACRBL CD (WCF)					
4201	R425	Option Year 2: Technical Data in support of CLIN 4200, Not Separately Priced (NSP). (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
4250	R425	Option Year 2: Flight Test Services Increased Capacity Services in Support of CLIN 4200, Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)  Option	1.0	LO	████████████████████	████████████████████	████████████████████

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R425	Base Year: Program Management Services in Accordance with Section C, PBSOW Para. 3.6.1-3.6.8; Firm-Fixed-Price (FFP) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████
500001	R425	Funding in support of Labor (WCF)				
500002	R425	Funding in support of Labor (WCF)				
5100	R425	Option Year 1: Program Management Services in Accordance with Section C, PBSOW Para. 3.6.1-3.6.8; Firm-Fixed-Price (FFP) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████
510001	R425	Funding in Support of CLIN 5100 (WCF)				
510002	R425	Funding in Support of CLIN 5100 (WCF)				
510003	R425	Funding in Support of CLIN 5100 (WCF)				
5200	R425	Option Year 2: Program Management Services in Accordance with Section C, PBSOW Para. 3.6.1-3.6.8; Firm-Fixed-Price (FFP) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████
520001	R425	Funding in Support of 5200 (WCF)				
520002	R425	Funding in Support of 5200 (WCF)				
520003	R425	Funding in Support of 5200 (WCF)				
520004	R425	Funding in Support of 5200 (WCF)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Base Year: Material in Support of CLIN 4000, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	██████████
600001	R425	Funding in support of Material (WCF)			
600002	R425	Funding in support of Material (WCF)			
6001	R425	Base Year: Travel in Support of CLIN 4000, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	██████████
600101	R425	Funding in support of Travel (WCF)			
600102	R425	Funding in support of Travel (WCF)			
6050	R425	Base Year: Material Increased Capacity in Support of CLIN 4000, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
6051	R425	Base Year: Travel Increased Capacity in Support of CLIN 4000, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R425	Option Year 1: Material in Support of CLIN 4100, Cost Reimbursable (No Fee) (WCF)	1.0	LO	██████████
610001	R425	Funding in Support of Material (WCF)			
610002	R425	Funding in Support of Material PMA274 APN5 H60 CUP (WCF)			
6101	R425	Option Year 1: Travel in Support of CLIN 4100, Cost Reimbursable (No Fee) (WCF)	1.0	LO	██████████
610101	R425	Funding in Support of Travel (WCF)			
610102	R425	Funding in Support of Travel PMA274 APN5 H60 CUP (WCF)			
610103	R425	Funding in Support of Travel PMA274 RDT&E (WCF)			
610104	R425	Funding in Support of Travel PMA274 APN5 H3 CUP (WCF)			
610105	R425	Funding in Support of Travel PMA274 APN5 H60 CUP (WCF)			
6150	R425	Option Year 1: Material Increased Capacity in Support of CLIN 4100, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
6151	R425	Option Year 1: Travel Increased Capacity in Support of CLIN 4100, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
6200	R425	Option Year 2: Material in Support of CLIN 4200, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	██████████
620001	R425	Funding in Support of Labor ACRN: CE (WCF)			
6201	R425	Option Year 2: Travel in Support of CLIN 4200, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	██████████
620101	R425	Funding in Support of 4200 (WCF)			
620102	R425	Funding in Support of 4200 ACRN: BT (WCF)			
6250	R425	Option Year 2: Material Increased Capacity in Support of CLIN 4200, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
6251	R425	Option Year 2: Travel Increased Capacity in Support of CLIN 4200, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year 3: Flight Test Services in Accordance with Section C, Performance Based Statement of Work (PBSOW); Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
730001	R425	Funding in Support of Labor (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730002	R425	Funding in Support of Labor (WCF)					
730003	R425	Funding in Support of Labor (WCF)					
730004	R425	Funding in Support of Labor (WCF)					
730005	R425	Funding in Support of Labor (WCF)					
730006	R425	Funding in Support of Labor (WCF)					
730007	R425	Funding in Support of Labor (WCF)					
730008	R425	Funding in Support of Labor (WCF)					
730009	R425	Funding in Support of Labor (WCF)					
7301	R425	Option Year 3: Technical Data in support of CLIN 7300, Not Separately Priced (NSP). (Fund Type - OTHER)  Option	1.0	LO	\$0.00	██████	██████
7350	R425	Option Year 3: Flight Test Services Increased Capacity Services in Support of CLIN 7300, Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████
7400	R425	Option Year 4: Flight Test Services in Accordance with Section C, Performance Based Statement of Work (PBSOW); Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
740001	R425	Funding in Support of PMA-274 VH-92 MS RDTE (WCF)					
740002	R425	Funding in Support of PMA-274 VH-92 CORE RDTE (WCF)					
740003	R425	Funding in Support of PMA-274 CSU APN5 Other Support (WCF)					
740004	R425	Funding in Support of PMA-274 CUP APN5 (WCF)					
740005	R425	Funding in Support of PMA-274 CSU APN5 Install (WCF)					
740006	R425	Funding in Support of PMA-274 RDT&E Core (WCF)					
740007	R425	Funding in Support of PMA-274 RDT&E (WCF)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740008	R425	Funding in Support of PMA-274 RDT&E (WCF)					
7401	R425	Option Year 4: Technical Data in support of CLIN 7400, Not Separately Priced (NSP). (Fund Type - OTHER)  Option	1.0	LO	████████	████████	████████
7450	R425	Option Year 4: Flight Test Services Increased Capacity Services in Support of CLIN 7400, Cost-Plus-Fixed-Fee (CPFF) Labor. (Fund Type - OTHER)  Option	1.0	LO	████████████████	████████████████	████████████████

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8300	R425	Option Year 3: Program Management Services in Accordance with Section C, PBSOW Para. 3.6.1-3.6.8; Firm-Fixed-Price (FFP) Labor. (Fund Type - OTHER)	1.0	LO	████████████████	████████████████
830001	R425	Funding in Support of CLIN 8300 (WCF)				
830002	R425	Funding in Support of CLIN 8300 (WCF)				
830003	R425	Funding in Support of CLIN 8300 (WCF)				
8400	R425	Option Year 4: Program Management Services in Accordance with Section C, PBSOW Para. 3.6.1-3.6.8; Firm-Fixed-Price (FFP) Labor. (Fund Type - OTHER)  Option	1.0	LO	████████████████	████████████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9300	R425	Option Year 3: Material in Support of CLIN 7300, Cost Reimbursable (No Fee) (Fund Type - OTHER)  Option	1.0	LO	████████████████
9301	R425	Option Year 3: Travel in Support of CLIN 7300, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	████████████████
930101	R425	Funding in Support of CLIN 930101 (WCF)			
9350	R425	Option Year 3: Material Increased Capacity in Support of CLIN 7300, Cost Reimbursable (No Fee). (Fund Type - OTHER)  Option	1.0	LO	████████████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9351	R425	Option Year 3: Travel Increased Capacity in Support of CLIN 7300, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9400	R425	Option Year 4: Material in Support of CLIN 7400, Cost Reimbursable (No Fee) (Fund Type - OTHER) Option	1.0	LO	██████████
9401	R425	Option Year 4: Travel in Support of CLIN 7400, Cost Reimbursable (No Fee) (Fund Type - OTHER)	1.0	LO	██████████
940101	R425	PMA274 RDT&E Travel (WCF)			
940102	R425	PMA274 RDT&E OMP Travel (WCF)			
9450	R425	Option Year 4: Material Increased Capacity in Support of CLIN 7400, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████
9451	R425	Option Year 4: Travel Increased Capacity in Support of CLIN 7400, Cost Reimbursable (No Fee). (Fund Type - OTHER) Option	1.0	LO	██████████

██████████ is added a subcontractor for this task order.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK (PBSOW)  
FOR IN-SERVICE PRESIDENTIAL HELICOPTER PROGRAM (ISPH)  
FLIGHT TEST SUPPORT

3 August 2011

### SECTION C DESCRIPTIONS AND SPECIFICATIONS

Applicable to CLINs 4000, 4050, 4100, 4150, 4200, 4250, 5000, 5100, 5200, 7300, 7350, 7400, 7450, 8300 and 8400 – The Contractor shall provide SERVICES in accordance with Section C - Performance Based Statement of Work (PBSOW) for the 5.1 for In-Service Presidential Helicopter Program Flight Test Support, unless otherwise specified.

Applicable to CLINs 6000, 6050, 6100, 6150, 6200, 6250, 9300, 9350, 9400, and 9450 – The Contractor shall provide MATERIAL in support of CLINs 4000, 4050, 4100, 4150, 4200, 4250, 5000, 5100, 5200, 7300, 7350, 7400, 7450, 8300, and 8400 in accordance with the PBSOW.

Applicable to CLINs 6001, 6051, 6101, 6151, 6201, 6251, 9301, 9351, 9401 and 9451 – The Contractor shall provide TRAVEL in support of CLINs 4000, 4050, 4100, 4150, 4200, 4250, 5000, 5100, 5200, 7300, 7350, 7400, 7450, 8300 and 8400 in accordance with the PBSOW below.

Applicable to CLINs 4001, 4101, 4201, 7301 and 7401 – The Contractor shall provide DATA specified in Exhibit A - Contract Data Requirements Lists for CDRLs A001-A00G as required in the PBSOW below.

#### 1.0 BACKGROUND

1.1 The Naval Air Warfare Center Aircraft Division (NAWCAD) AIR-5.1 is tasked to provide on-going testing support to PMA-274 in support of legacy and future Presidential Helicopter programs. The Marine Corps provides vertical lift support in accordance with Presidential Decision Directive 67 and National Security Decision Directive 281. This support requires the safe and timely transport of the President and Vice President of the United States, Foreign Heads of State, and other parties as required. This Statement of Work (SOW) details requirements to provide flight test and related support to these programs.

1.2 All work performed under this contract will be in support of ongoing and future Presidential Helicopter flight test programs. Equipment fabrication, installation, and maintenance support detailed in this contract will be in support of non-standard test and prototype equipment and installations, and associated software installations and updates only.

#### 2.0 APPLICABLE DOCUMENTS

2.1 The following list of documents is applicable to this requirement:

a) DOD- STD 2167/A - Defense Systems Software Development

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- b) DOD-Directive 5000.3-M-1 - Test and Evaluation Master Plan (TEMP Guidelines)
- c) DOD-Directive 4245.7/19 - Transition from Development and DOD Production
- d) OPNAVINST 3960.1OC - Life Cycle Management of Mission Critical Computer Resources (MCCR) for Navy Systems Managed under the Research, Development and Acquisition Process
- e) SECNAVINST 5200.32/11 - Management of Embedded Computer Resources in DON Systems
- f) SECNAVINST 5510.30B - DON Personnel Security Program
- g) OPNAVINST 3710.7 - NATOPS General Flight and Operating Instructions
- h) NAVAIRWARCENACDIVINST 3432. 1A - Operations Security
- i) NAVAIRWARCENACDIVINST 5214.IA - Report Policy
- j) NAVATRWARCENACDIVINST 5213.1 - Developmental Test Operational Test Transition Report
- k) NAVAIRINST 3960.5 - Naval Air Systems Command Technical Assurance Board Monitoring of Aircraft Weapon System Development
- l) AIRTEVRON23INST 3710.12G - Standard Operating Procedures for Aircraft Test and Evaluation
- m) NAVAIRWARCENACDIV 3960.2A - General Operating Procedures for the Aircraft Test and Evaluation Facility
- n) NAVAIRWARCENACDIV 3960.1 - Operating Use and Scheduling of the Aircraft Test and Evaluation Facility
- o) NAVAIRINST 13034.1C - Flight Clearance Policy for Manned Air Vehicles and Aircraft Systems
- p) NAVAIRINST 3960.4B - Project Test Plan Policy and Process for Testing Air Vehicles, Weapons, and Installed Systems
- q) OPNAVINST 5530.14E – Physical Security and Loss Prevention Plan
- r) National Industrial Security Program Operating Manual (NISPOM) 5220.22-M, 28 Feb 06
- s) DoD 5200.1-R, DoD Information Security Program, 14 Jan 97
- t) SECNAV M-5510.36, DoN Information Security Program, June 2006
- u) OPNAVINST C5513-2B (216) VH-3D Executive Transport Security Classification Guide dated 22 December 2008
- v) OPNAVINST C5513-2B (161) VH-60N Executive Transport Security Classification Guide dated 22 December 2008
- w) Executive Order 13526, Classified National Security Information, 29 Dec 10
- x) NAWCAD 5239.3 - Naval Air Systems Command Information Assurance Workforce Improvement Program
- y) OPNAVINST 5239.1C - Navy Information Assurance (IA) Program
- z) DoD Directive 5230.25 - Withholding of Unclassified Technical Data From Public Disclosure
- aa) NASPAXRIVINST 3710.5T - Air Operations Manual, 3 June 2002

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ab) Naval Air Systems Command RDT&E Reports Handbook

## 2.2 INHERENTLY GOVERNMENTAL FUNCTIONS

No item in the PBSOW shall be interpreted to have the contractor perform any services that are inherently governmental services or personal services as defined in FAR 2.101 - (See "*Inherently governmental function*" and "*Personal services contract*"). *The Contractor Shall perform the following:*

## 3.0 REQUIREMENTS

### 3.1. TEST PLANNING

3.1.1. The contractor shall assist in analyzing test requirements and by utilizing financial/schedule/resource constraints, help develop and prepare recommended test plans for specific ground and/or flight tests. (CDRL A001).

3.1.2. The contractor shall identify and recommend resources and equipment/materials to support aircraft and airframe testing. The contractor shall investigate, analyze, and define platform requirements to support testing (CDRL A001).

3.1.3. The contractor shall recommend government quality control/assurance procedures and standard operating procedures in accordance with test plan requirements and/or program/project life cycle requirements (CDRL A001).

### 3.2. TEST SUPPORT, DATA ANALYSIS, AND REPORTING

3.2.1. The contractor shall provide test execution, management, schedule, and test data analysis services.

3.2.2. The contractor shall provide services for test and evaluation of crew systems integration aspects of new and modified airborne systems.

3.2.3. The contractor shall provide engineering and technical services during pretest, test, and post-test activities. This shall include collecting, reducing, and analyzing ground/flight test/simulation flight test data and providing engineering and statistical analyses as required (CDRL A002).

3.2.4. The contractor shall provide support and assist in the development and maintenance of documentation such as Deficiency Reports (CDRL A003), Engineering Data Reports (CDRL A004), Yellow Sheet Reports (CDRL A005), Presentation Reports (CDRL A006), Report of Test Results (CDRL A007), and Summary Reports (CDRL A008).

3.2.5. The contractor shall assist in the inputting and maintaining of deficiency information related to In-Service Presidential Helicopter programs.

3.2.6. The contractor shall develop equipment and facility user manuals, avionics hardware, and facility architecture documentation (CDRL A009).

3.2.7. The contractor shall provide administrative services in support of obtaining flight clearances in support of flight tests in accordance with reference (o). Services shall include generating flight clearance requests, gathering and providing engineering data to support clearance requests, and providing timely status of flight clearance approval via the NAVAIRSYSCOM E-Power flight clearance tracking and approval system (CDRL A00A).

### 3.3. FLIGHT TEST AND SCHEDULING SUPPORT

3.3.1. The contractor shall compile and prepare the monthly, weekly, and daily flight schedules. Coordinate aircraft

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schedules with Naval Rotary Wing Test Squadron, Atlantic Test Ranges, and any other organization required for execution of Presidential Helicopter flights. Provide scheduling support to coordinate aircraft availability to facilitate maintenance, modifications, and equipment installation/removal.

3.3.2. The contractor shall prepare aircrew designation letters, NATOPS certifications forms for aircrew, instrument rating forms for aircrew, general correspondence, and serialized letters in accordance with current OPNAV 3710 series instructions. Prepare documentation and maintain correspondence for the Rotary Wing Operations and Safety Officers (CDRL A00B).

3.3.3. The contractor shall provide support in compiling the weekly and daily flight schedules submitted by the Squadron team schedulers, provide inputs to Central Schedules regarding the number of aircraft and desired times that special use airspace is required, accept changes to the flight schedules due to weather, maintenance, etc., make changes to the published daily flight schedule and coordinate all PPR's (Prior Permission Required) for other than NAVAIRSYSCOM aircraft hosted by Rotary Wing.

3.3.4. The contractor shall provide support in compiling and preparing the daily flight schedules as well as coordinating aircraft schedules with the Platform Coordinators/Aircraft Managers/Lead Test Engineer (or equivalent) and other organizations requesting services of support aircraft.

3.3.5. The contractor shall maintain liaison relationships with external agencies such as Air Operations, Federal Aviation Administration (FAA), and other NAVAIRSYSCOM activities. The contractor shall provide briefings and briefing materials concerning matters of changes to airspace procedures, instrument procedures, Federal Aviation Regulations, Flight Information Publication (FLIP), and Foreign Clearance Guide (FCG) program and local facilities and procedures. The contractor shall coordinate PPR requests for incoming aircraft and visiting aircrew.

3.3.6. The contractor shall attend Air Operations Officer meetings at Base Operations and Chief Test Pilot/AIROPS meetings.

3.3.7. The contractor shall provide support in obtaining flight authorization for individuals in the form of creation and maintenance of individual flight personnel records. The contractor shall compile, track, and update individual qualifications records to include medical clearance, aviation physiology and water survival, egress, aircrew coordination training, and instrument rating.

3.3.8. The contractor shall process and track required information for maintaining pilot/copilot currency in their designated aircraft. The contractor shall provide information for the safety checklist of applicable test plans.

3.3.9. The contractor shall maintain accurate records of aircraft usage, ground and flight test information, and combined data and prepare a monthly Utilization Trend Analysis depicting a floating twelve month history (CDRL A00C).

3.3.10. The contractor shall coordinate qualification and documentation of annual Aircrew Coordination Training in accordance with OPNAVINST 3710.7 series, and provide timely training schedule information to aircrew to ensure Aircrew Coordination training requirements are satisfied.

3.3.11. The contractor shall utilize, trouble shoot, and administer the Flight Information Scheduling and Tracking system (FIST), and support shall include all aspects of the system and not be limited to the flight schedule portion. It shall establish and maintain a process to include on-site testing, liaison with programmers to assist in the resolution of program deficiencies, coordination of inputs, and initiate upgrades to system and reports of progress.

3.3.12. The contractor shall provide a three-month schedule that details planned activity for each aircraft in the test program. Information for the three-month schedule shall be coordinated through the appropriate team members prior to presentation to test team leadership. (CDRL A00D).

3.3.13. The contractor shall provide a twelve-month schedule that details planned activity for each aircraft in the test program. Information for the twelve-month schedule shall be coordinated through the appropriate team members prior to presentation to test team leadership. (CDRL A00E).

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### 3.4. INDEPENDENT VALIDATION AND EVALUATION SUPPORT

3.4.1. The contractor shall provide monthly Developmental Test and Evaluation reports. These reports shall describe the specific tests conducted, the criteria used in evaluation, and a brief summary of test results. These reports shall correspond to the existing current baseline test schedules and test plans for the In-Service Presidential Helicopter Developmental Test and Evaluation programs. (CDRL A00F).

### 3.5. TEST AND PROTOTYPE MAINTENANCE/OPERATIONS SUPPORT AND LABORATORY SUPPORT

3.5.1. The contractor shall perform test and prototype system (e.g., avionics, etc.), subsystem, equipment, and component maintenance and calibration in accordance with Government and Original Equipment Manufacturer (OEM) standards. The contractor shall investigate and determine alternative repair methods and sources.

3.5.2. The contractor shall perform file maintenance, system backup, and data verification for test instrumentation systems.

3.5.3. The contractor shall analyze, examine, document, and maintain aircraft test and prototype avionics configurations.

3.5.4. The contractor shall perform test support such as installing test and prototype GFE hardware upgrades and new test and prototype GFE software releases in accordance with approved Government procedures and manufacturers' documentation.

3.5.5. The contractor shall operate test equipment, instrumentation, facility, and aircraft systems during laboratory/ground tests.

3.5.6. The contractor shall perform technical and research and development engineering services for ground and flight testing of aircraft test and prototype systems and system upgrade/modification. The contractor shall provide services to support operations management and maintenance and repair of such aircraft systems.

3.5.7. The contractor shall integrate, operate, and maintain NAWCAD laboratory support systems, specialized test equipment, test instrumentation, off-the-shelf test equipment, and peculiar test equipment.

3.5.8. The contractor shall maintain cable harnesses, instrumentation connections, and other interfaces (hardware, fiber optic, coaxial, etc.) integral to articles under test.

3.5.9. The contractor shall provide recommendations of requirements conformance, alert government personnel of any discrepancies, and assemble equipment received from commercial vendors and/or other government activities.

### 3.6. PROGRAM MANAGEMENT (Applicable to CLIN 5000, 5100, 5200, 8300, and 8400)

3.6.1. The contractor shall perform general program/project management services in support of systems development, systems integration, flight research, development, and test and evaluation.

3.6.2. The contractor shall extract and analyze financial workload and planning data, and develop procedures to examine, verify, and ensure completeness of resulting financial and workload transactions.

3.6.3. The contractor shall provide engineering and test program support services, including test planning, test operations, test reporting, and financial status.

3.6.4. The contractor shall provide long term planning support for technical and engineering support requirements and test capability development.

3.6.5. The contractor shall generate and produce presentation materials to support program/project requirements.

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3.6.6. The contractor shall provide support in tracking and coordinating travel and material requirements through the use of the current inventory and travel databases.

3.6.7. The contractor shall support the scheduled meetings and conferences.

3.6.8. The contractor shall prepare monthly contract status reports that include the current status of contract funding (charges versus funding remaining), contractor personnel status (number onboard, changes, issues), travel summary, equipment purchases, other purchases, major accomplishments summary, and issues/problems to be addressed (CDRL A00G).

#### 4.0 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, INFORMATION, AND PROPERTY

4.1. Government Furnished and Accessible Facilities: The Government will provide access to facilities and workspaces in which to perform applicable statement of work requirements. These facilities are located at Naval Air Warfare Center Aircraft Division, Patuxent River, MD.

4.2. Government Furnished Equipment: The Government will provide RDT&E ADP equipment and previously developed in-house and publicly available software at the Government facilities to perform software development, data reduction and analysis, and related tasks as applicable to perform statement of work requirements. The Government will provide the necessary tools, equipment, and documentation necessary to perform test and non-standard prototype aircraft and aircraft related equipment fabrications, modifications, and repairs as applicable to the statement of work. The Government will provide the tools and equipment necessary to support laboratories and related tasking as described in this statement of work. The Government will provide all office equipment (i.e., tables, chairs, file cabinets, etc.) required to execute the tasks for those who will be located at the Government facility.

#### 5.0 IDENTIFICATION OF CONTRACTOR PERSONNEL

5.1. Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the Contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference (in person or on phone) where contractor personnel are in attendance.

#### 6.0 PROGRAM SECURITY

6.1. The contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified information (CUI) and Personally Identifiable Information (PII). Classified information and CUI will be protected in accordance with Executive Order 13526, Classified National Security Information; DoD 5200.1-R, Information Security Program; SECNAV M-5510.36, DoN Information Security Program and DoD 5220.22-M, National Industrial Program Security Operating Manual (NISPOM). Contractor personnel shall comply with host military installation(s) and facility security policies and procedures. The DoD Contract Security Classification Specification, DD Form 254, defines program specific security requirements.

6.2. Security Classification Guide(s). Classified program information shall be protected in accordance with the VH-60N Executive Transport Security Classification Guide, the VH-3D Executive Transport Security Classification Guide, and all security classification guides of systems/information associated with the Presidential Helicopters Program for derivative classification, identification of the level and duration of classification for specific information elements, and public release requirements.

6.3. Information Security. Due to the heightened security posture of the Presidential Helicopters Program, and in order to help prevent the inadvertent or unauthorized disclosure of sensitive program information, the contractor shall apply the following statement on the bottom of the front/cover page of all program technical documents:



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"DISTRIBUTION STATEMENT F: Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, May 2010, or higher DoD authority."

The contractor shall identify and mark all controlled unclassified technical information as "For Official Use Only" (FOUO) in accordance with DoD 5200.1-R, Appendix 3.

FOUO documents and material transmitted outside the US Department of Defense must bear an expanded marking on the face of the document so that non-DoD holders understand the status of the information. The following statement shall be used:

"This document contains information exempt from mandatory disclosure under the FOIA. Exemptions b(2) and b(4) apply."

Document security markings should be applied at the time documents are drafted, whenever possible, to promote proper protection of the information. Classified documents shall be coordinated through the cognizant on-site security office (PMA-274 Program Security Manager) to ensure proper marking, handling, dissemination and protection.

6.4. Privacy Act Information. The Privacy Act of 1974, 5 U.S.C. § 552a (2000), is used to regulate the collection, maintenance, use, and dissemination of personally identifiable information (PII) that is collected on you. PII is defined as information about an individual which can be used to distinguish, relate to, describe or trace an individual's identity. Documents and material containing PII information shall be handled, protected and destroyed in the same manner as FOUO information and marked as follows:

"FOR OFFICIAL USE ONLY – PRIVACY SENSITIVE – Any misuse or unauthorized disclosure can result in both civil and/or criminal penalties"

6.5. Destruction Notice. The Contractor shall destroy classified documents or material in accordance with the requirements in DoD 5220.22-M (NISPOM), DoD 5200.1-R, and SECNAV M-5510.36. When in doubt, contact the cognizant security office for additional support.

CUI/FOUO and limited distribution documents shall be destroyed by any method that will prevent disclosure of contents or reconstruction of the document. The following destruction notice should be placed at the bottom of the front/cover page for all technical documents:

"Destruction Notice: Destroy by any method that will prevent disclosure of contents or reconstruction of document. Local reproduction authorized."

6.6. Export Controlled Information. The following statement shall be used on the bottom of the front/cover page for all technical documents that are export controlled under the International Traffic in Arms Regulations (ITAR):

"WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

When it is technically infeasible to use the entire statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export-Controlled Data" required by DoD Directive 5230.25.

6.7. Release of PMA-274 Information. Release of PMA-274 controlled unclassified information (not previously approved for public release) to foreign entities or US citizens working for a foreign owned, controlled, or influenced (FOCI) company is restricted by DoD 5220.22M, (NISPOM), the ITAR and all applicable US Export Control laws and regulations.

The contractor shall ensure program information intended for public release, including posting on the World Wide Web, are processed through the NAVAIR/NAWCAD-7.5 Office of Public Affairs prior to release. Material

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includes technical papers, reports, presentations, news releases, videos (with scripts), photographs (with captions), viewgraph presentations (with scripts), web pages, etc., and any material presented at symposia, conferences, etc., at hotels and conference centers.

The contractor shall submit all materials, including note pages in all briefings and slide presentations, at least 10 working days prior to the date necessary for release. The NAVAIR Public Affairs Office (AIR-7.5) is responsible for the clearance process and can be reached at 301-757-1487. They are located at NAS Patuxent River, Md., in Building 2272, Rm 547.

Submit ALL Public Release Requests to:

Commander, Naval Air Systems Command (NAVAIR/NAWC/AD-7.5)

Office of Public Affairs, BLDG 2272

47123 Buse Road

Patuxent River, MD 20670

301-757-1487

6.8. Unauthorized Release of PMA-274 Information. An unauthorized disclosure or release of technical program information is the inadvertent, unauthorized or illegal conveyance of technical program information and/or data, in ANY manner, to a representative of a foreign government or entity, or to any person(s) not previously authorized by PMA-274, or higher DoD authority. The methods of disclosure or release includes ORAL, PHYSICAL and VISUAL.

Any unauthorized, inadvertent, or illegal release or disclosure of sensitive program information (either classified or unclassified) shall be immediately reported to the on-site government POC and the PMA-274 Program Security Manager (PSM). Reporting security violations to the PMA-274 PSM does not replace the requirements provided in the NISPOM.

6.9. Dissemination. The contractor shall not use program sensitive data not previously approved for public release for marketing purposes. The audience with a valid need-to-know related to the PMA-274 Presidential Helicopters Program is extremely limited. All information dissemination, including information disseminated in a classified environment, must be cleared by PMA-274.

## 7.0 PERSONNEL SECURITY

7.1. All contractor personnel supporting this contract shall possess and maintain, at a minimum, a SECRET level security clearance as defined by reference (f). Access to the Presidential Helicopter Support Facility is governed by reference (q). A TOP SECRET clearance is required for some positions as specified in Section 9, Position Descriptions.

## 8.0 INFORMATION ASSURANCE PROGRAM

8.1. The Department of Navy (DoN) Information Assurance Program (IA) outlined in OPNAVINST 5239.1B and the NAWCAD Information Systems Security (INFOSYSSEC) Program outlined in NAWCAD 5239.1 applies to all DoN activities, including contractors operating DoN-owned and controlled resources on Government premises to provide classified and unclassified information systems or networks support to the DoN. This includes the requirement to interface with NAWCAD computer systems via terminal or some other remote means of inputting data or receiving display or hard-copy output.

8.2. Non-disclosure agreements for all contractor personnel will be required.

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## 9.0 POSITION DESCRIPTIONS, MINIMUM PERSONNEL QUALIFICATIONS, AND MINIMUM KEY PERSONNEL DESIGNATION

Minimum Labor Qualifications apply only to the following labor categories:

### 9.1. PROGRAM MANAGER (KEY PERSONNEL)

9.1.1. Functions: Acts as the overall manager for the contracted effort with overall corporate responsibility for contract oversight and execution. Directly provides oversight for contract and technical issue resolution and actions. Interfaces and routinely communicates with the Government leadership team to ensure that appropriate performance and oversight responsibilities for the contract with regard to cost, schedule, performance and reporting are completed. Directly supervises program operations by developing technical and management procedures and controls, planning project execution, and monitoring and reporting progress.

9.1.2. Education: A Bachelor of Science degree in an engineering, scientific, or technical discipline from an accredited college or university is required (postgraduate degree is desired). U.S. Navy Test Pilot School graduate is desired.

9.1.3. Experience: A minimum of 12 years experience in DoD aviation (Naval aviation is preferred); at least five years of this experience shall be in aircraft development, test and evaluation programs. Of the 12 years experience, the position requires at least three years of experience at a supervisory level including work in the development of program control and management procedures, and control of various financial and administrative requirements within contract and corporate limitations. Experience with the NAWCAD structure and operations testing requirements is highly desired.

9.1.4. Security Clearance: An active TOP SECRET clearance is required for this labor category. However, at a minimum, an interim TOP SECRET clearance is required prior to the start of performance under this contract; no substitutions.

### 9.2. AIRCRAFT/AIRCREW SCHEDULER/COORDINATOR (KEY PERSONNEL)

9.2.1. Functions: Scheduler/coordinator for flight operations. Familiarity with NAWCAD flight testing procedures and air operations. Supports management of flight test programs and coordinates schedules with cognizant personnel.

9.2.2. Education: High School Diploma

9.2.3. Experience: A minimum of five years practical Air operations experience involving knowledge of administrative procedures, flight operations management, and aircrew functions. Familiarity with NAWC-AD structure and operations testing requirements highly desired. Knowledge of Presidential Helicopter processes and procedures desired. Experience with functionally managing the scheduling of aircraft and coordinating the movement of resources for meeting the requirements of flight schedules is desired.

9.2.4. Security Clearance: An active SECRET clearance is required for this labor category. However, at a minimum, an interim SECRET clearance is required prior to the start of performance under this contract; no substitutions.

### 9.3. ENGINEER

9.3.1. Functions: Applies engineering principles to investigate, analyze, plan, design, develop, implement, test and evaluate aircraft and aircraft-related systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Assignments may involve complex test and evaluation of hardware and software systems. Directly interfaces with system or program contractors, vendors, and Government

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representatives regarding the technical aspects of engineering programs and projects.

9.3.2. Education: A Bachelor of Science degree in engineering, engineering technology or a related discipline, such as physics, mathematics, or computer science from an accredited college or university is required.

9.3.3. Experience: A minimum of five years practical experience in the engineering field. Of the five years, at least two must be in the area of development, test and evaluation of aircraft systems and subsystems.

9.3.4. Security Clearance: An active SECRET clearance is required for this labor category. However, at a minimum, an interim SECRET clearance is required prior to the start of performance under this contract; no substitutions.

#### 9.4. SENIOR ENGINEERING TECHNICIAN

9.4.1. Functions: Applies engineering techniques and principles to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, or related data processing systems for military rotary wing aircraft or associated support equipment or facilities. Provides for the maintenance, repair, inspection, and troubleshooting of system equipment and components. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data and results. Manages engineering resources and acts as a team leader, developing engineering procedures and controls, managing project efforts, and taking the lead in problem resolution.

9.4.2. Education: High school graduate or equivalency certification. Successful completion of a technical school, trade school, or advanced technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or successful completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum required.

9.4.3. Experience: A minimum of seven years experience in the area of aircraft and weapon systems, hardware, instrumentation, or software development. Of the seven years, a minimum of four years must have been as a team leader or supervisor performing management functions.

9.4.4. Security Clearance: An active TOP SECRET clearance is required for this labor category. However, at a minimum, an interim TOP SECRET clearance is required prior to the start of performance under this contract; no substitutions.

#### 9.5. ENGINEERING TECHNICIAN

9.5.1. Functions: Applies engineering techniques and principles to develop, design, modify, install, test, evaluate or operate electrical, electronic, avionics, mechanical, communications, or related data processing systems for military rotary wing aircraft or associated support equipment or facilities. Provides for the maintenance, repair, inspection, and troubleshooting of system equipment or components. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of system equipment or components. Compiles, processes, reduces, or analyzes test data and results.

9.5.2. Education: High school graduate or equivalency certification. Successful completion of a technical school, trade school, or advanced armed services technical training curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or successful completion of at least 15 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum required.

9.5.3. Experience: A minimum of four years of experience in the area of aircraft and weapon systems, hardware, instrumentation, or software development.

9.5.4. Security Clearance: An active SECRET clearance is required for this labor category. However, at a

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minimum, an interim SECRET clearance is required prior to the start of performance under this contract; no substitutions.

#### 9.6. SENIOR COMPUTER SYSTEMS ANALYST

9.6.1. Functions: Familiarity with software and applications as well as analyzing security requirements.

Knowledgeable and proficient in the use of Microsoft operating systems, and applications, and the configuration and installation of various network printers. Able to work independently. Able to manage and maintain various types of servers and security requirements.

9.6.2. Education: An Associates college degree from an accredited college or university. In lieu, a High school or GED diploma with 2 years of experience.

9.6.3. Experience: A minimum of 5 years of relevant experience in the field of computer systems troubleshooting, maintenance, and repair. Familiarity with NAWC-AD and relevant programs desired.

9.6.4. Security Clearance: An active TOP SECRET clearance is required for this labor category. However, at a minimum, an interim TOP SECRET clearance is required prior to the start of performance under this contract; no substitutions.

#### 9.7. SENIOR COMPUTER SYSTEMS SPECIALIST

9.7.1. Functions: Familiarity with software suites and applications as well as analyzing complex hardware problems. Knowledgeable and proficient in the use of Microsoft operating systems and applications. Configuration and installation of various network printers. Able to work independently. Able to manage and maintain various types of servers.

9.7.2. Education: An Associates college degree from an accredited college or university. In lieu, a High school or GED diploma with 2 years of experience.

9.7.3. Experience: A minimum of 3 years of relevant experience in the field of computer systems troubleshooting, maintenance, and repair. Familiarity with NAWC-AD and relevant programs desired.

9.7.4. Security Clearance: An active TOP SECRET clearance is required for this labor category. However, at a minimum, an interim TOP SECRET clearance is required prior to the start of performance under this contract; no substitutions.

#### 9.8. MANAGEMENT ANALYST

9.8.1. Functions: Applies knowledge of management functions, processes, and analytical methods or techniques to gather, analyze, and evaluate information required by program or project managers. Draws conclusions and devises solutions to problems relating to improvement of management effectiveness, organizational structure, work methods and procedures, efficiency, and resource requirements, utilization or control. Develops and drafts program or project milestone, progress monitoring, financial, acquisition, quality control, maintenance, or training documentation. Directly contributes to work measurement studies, program or project operations efficiency reviews, cost studies, or workload change impact analyses. Relies upon and uses automated management information systems in performing fact-finding, analytical, and advisory functions.

9.8.2. Education: A Bachelor's degree in mathematics, statistics, business or management discipline such as business administration, accounting, finance, economics, or management information technology.

9.8.3. Experience: A minimum of three years experience in performing the foregoing functions. In lieu of a degree, high school diploma or GED and six years of relevant experience may be substituted.

9.8.4. Security Clearance: An active SECRET clearance is required for this labor category. However, at a

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minimum, an interim SECRET clearance is required prior to the start of performance under this contract; no substitutions.

## 9.9. ADMINISTRATIVE ASSISTANT

9.9.1. Functions: Performs administrative functions for technical and management level personnel. Directly applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Reports on matters related to program progress and status documentation, budget, finance, property accounting, and personnel management. Technical reports and papers, test plans, and other program documentation are produced in final format from rough notes or drafts. Applies familiarity with specialized and technical terminology to proofread and correct spelling, grammar, and phraseology. Provides support to squadron personnel with regards to NAWC-AD administrative policies and procedures such as Travel Manager and visitor control programs. Familiar with desktop computers, word processing programs, common spreadsheet and accounting software.

9.9.2. Education: High school graduate or equivalency certification is required.

9.9.3. Experience: A minimum of four years administrative experience that includes office management and operation of personal computers and related office equipment and software applications.

9.9.4. Security Clearance: An active SECRET clearance is required for this labor category. However, at a minimum, an interim SECRET clearance is required prior to the start of performance under this contract; no substitutions.

## 10.0 OVERTIME PROCEDURES

10.1 Overtime is anticipated. If required, overtime must be authorized by the COR. The Contractor shall not work any overtime without approval by the COR. The Contractor shall provide an estimate for approval to the COR of OT hours required for any projected overtime effort. Contractor use of overtime and payment for overtime must be handled in accordance with FAR 52.222-2.

(End of Performance Work Statement)

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

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

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

The contractor is required to completely fill in all required data fields using the following web address

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<https://doncmra.nmci.navy.mil>.

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

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

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

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

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

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

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## SECTION D PACKAGING AND MARKING

The following information is hereby applicable to CLINs 4001, 4101, 4201, 6000, 6050, 6100, 6150, 6200, 6250, 7301, 7401, 9300, 9350, 9400, and 9450.

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

### 5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

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



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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the Seaport-e multiple award contract.

Items 4000, 4050, 5000, 6000, 6001, 6050, and 6051, Option Items 4100, 4150, 4200, 4250, 5100, 5200, 6100, 6101, 6150, 6151, 6200, 6201, 6250, 6251, 7300, 7350, 7400, 7450, 8300, 8400, 9300, 9301, 9350, 9351, 9400, 9401, 9450, and 9451 - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Officer's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C Performance Based Statement of Work and Section J, Attachment 3 - Quality Assurance Surveillance Plan (QASP). Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A. (A001-A00G) under the associated Items 4001, Options 4101, 4201, 7301 and 7401 must be completed prior to final acceptance of the services identified herein.

Acceptance of the Contractor's completed performance for each line item shall be acknowledged via DD Form 250, in accordance with Wide Area Workflow (WAWF) Instructions.

Items 4001, 4101, 4201, 7301 and 7401 - Inspection and Acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A, Contract Data Requirements List (CDRLs), DD Form 1423. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD for 1423. Additionally, the Government will monitor the Contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 3, Quality Assurance Surveillance Plan (QASP).

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

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

CLIN	INSPECTION AT	INSPECTION BY	ACCEPTANCE AT	INSPECTION BY
4001	Destination	Government	Destination	Government
4101	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
6050	Destination	Government	Destination	Government
6100	Destination	Government	Destination	Government
6200	Destination	Government	Destination	Government
6250	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government

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9300	Destination	Government	Destination	Government
9350	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9450	Destination	Government	Destination	Government

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/2/2013 - 12/1/2014
4001	12/2/2013 - 12/1/2014
4100	12/2/2014 - 12/1/2015
4101	12/2/2014 - 12/1/2015
4200	12/2/2015 - 12/1/2016
4201	12/2/2015 - 12/1/2016
5000	12/2/2013 - 12/1/2014
5100	12/2/2014 - 12/1/2015
5200	12/2/2015 - 12/1/2016
6000	12/2/2013 - 12/1/2014
6001	12/2/2013 - 12/1/2014
6100	12/2/2014 - 12/1/2015
6101	12/2/2014 - 12/1/2015
6200	12/2/2015 - 12/1/2016
6201	12/2/2015 - 12/1/2016
7300	12/2/2016 - 12/1/2017
7400	12/2/2017 - 12/1/2018
8300	12/2/2016 - 12/1/2017
9301	12/2/2016 - 12/1/2017
9401	12/2/2017 - 12/1/2018

Clauses of Section F of the Seaport-e Basic Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

### CLIN - DELIVERIES OR PERFORMANCE

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

	CLINs	Period of Performance
Base Period	4000; 4001; 4050; 5000; 6000; 6001; 6050; 6051	02 Dec 2013 - 01 Dec 2014

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

	CLINs	Period of Performance
Option Period I	4100; 4101; 4150; 5100; 6100; 6101; 6150; 6151	02 Dec 2014 - 01 Dec 2015
Option Period II	4200; 4201; 4250; 5200; 6200; 6201; 6250; 6251	02 Dec 2015 - 01 Dec 2016

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Option Period III	7300; 7301; 7350; 8300; 9300; 9301; 9350; 9351	02 Dec 2016 - 01 Dec 2017
Option Period IV	7400; 7401; 7450; 8400; 9400; 9401; 9450; 9451	02 Dec 2017 - 01 Dec 2018

Services to be performed hereunder will be provided at Patuxent River, MD 20670. This requirement is anticipated to be performed 5% off-site at the contractor's facilities.

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

(a) The contract shall commence on 01 May 2013 and shall continue through 30 April 2014. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

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

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

(1) PCO, Naval Air Systems Command (AIR 2.5.1.7)

[REDACTED]

(2) ACO: Refer to Block 24 of the Basic contract.

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

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

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

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

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

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

Naval Air Warfare Center Aircraft Division  
AIR-5.1

[REDACTED]

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[REDACTED]

Contracting Officers Representative: TBD  
Phone: TBD

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF

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

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

Type of Document (contracting officer check all that apply)

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

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

Issue DODAAC	N00421
Admin DODAAC	Block 6 of TO Cover
Pay Office DODAAC	Block 12 of TO Cover
Inspector DODAAC	N00421
Service Acceptor DODAAC	N00421
Service Approver DODAAC	N00421
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	N00421
LPO DODAAC	TBD
Inspection Location	See Section E
Acceptance Location	See Section E

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

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

Send Additional Email Notification To: \_\_\_\_\_

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

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

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

#### Special Payment Instructions

See Attachment 6 for payment instructions as required by PGI 204.7108 . As described and justified by the Contracting Officer therein, payment will be made in accordance with Contractor instructions as specified on the invoice.

#### 252.204-0012 PAYMENT INSTRUCTIONS - OTHER (SEP 2009)

(a) This is a multiple funded requirement. Additional ACRNs will be assigned and payment instructions revised when new accounting classifications are available.

(b) Pay any invoice submitted through Wide Area Work Flow with the ACRN indicated on the invoice. The Government will instruct the contractor as to which ACRN(s) to bill. It is the responsibility of the contractor to identify on each invoice which ACRN(s) are to be used for payment.

(c) Rationale for use of "Other" Payment Instructions: Multiple customers will provide funding under CLIN of this contract. This requires the ability for the Government to instruct the contractor as to which ACRN to bill and when on a real time basis as work is performed. No other payment instruction provides this capability; therefore, according to PGI 204.7108(d)(12), the use of other payment instructions is permitted.

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

(a) The Contracting Officer has designated [REDACTED], [REDACTED], [REDACTED], Code 6.7.2.3, 301-342-4404 as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: See Attachment

(b) The effective period of the COR designation is 2 December 2013 to 1 December 2018.

#### 5252.215-9512 SAVINGS CLAUSE (NAVAIR)(JUN 2012)

(a) Maximum Subcontractor Pass-Through Rates

The Contracting Officer has determined the following pass through rate limitations apply to subcontractors:

(1) Contract Line Items (CLINs) for Other Direct Costs (ODCs)- No profit/fee shall be paid on any invoice submitted under CLINs for ODCs. Indirect cost elements such as General and Administrative Expense (G&A) and material handling may be applied but may not include a profit/fee.

(2) CLINs for Labor - The maximum pass-through rate against any Labor CLIN shall not exceed 8%. Pass-through rates greater than 8% are unallowable and, therefore, will make the offer unawardable.

"Pass-through rate" is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor. Other than the two element, no additional costs, charges, indirect rates, or profit/fees may be proposed or applied to prime or subcontract costs.



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(i) any and all indirect costs and applicable profit/fee applied to the subcontractor's proposed cost by the prime contractor, including, but not limited to, program management, subcontract management, invoice processing, quality assurance, overhead, material handling charges, G&A, burdens and mark-ups, (fill-in to identify any other costs);

(ii) any and all prime contractor fee applied to the subcontractor's proposed labor.\*

\*For purposes of this calculation, determine the amount of fee applied by the prime contractor to prime contractor labor separate from the amount of profit/fee applied by the prime contractor to subcontractor's labor. The maximum fee applied by the prime contractor labor is discussed in Part (b) of this clause, "Maximum Fee Rate For Prime Contractor." Fee means target fee in Cost Plus Incentive Fee type contracts (CPIF), base fee (cognizant of further limitations on base fee at DFARS 216.405-2(3)(iii)) in Cost Plus Award Fee type contracts (CPAF), of fixed fee in Cost Plus Fixed Fee type contracts (CPFF).

(3) After award, the maximum subcontractor pass-through on any invoice shall not exceed the lesser of 8% or the rate indicated in the fill-in below. Subcontractor pass-through charges above those indicated below will be considered unallowable as unreasonable per se.

CLIN(s) \_\_\_\_\_ (at contract award fill-in the Labor CLIN(s))

Maximum pass-through rate 8% (at contract award fill-in the negotiated rate)

(4) Any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all profit/fee must be provided at the prime contractor level subject to the limitations specified in this contract.

(b) Maximum Fee Rate For Prime Contractor

(1) CLINs for ODCs - No fee shall be paid on any invoice submitted under CLINs for ODCs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

(2) CLINs for Labor - The maximum fee rate proposed on the prime contractor's work shall not exceed 8%. A fee rate greater than 8% is unallowable and, therefore, will make the offer unawardable.

(3) After award, the maximum fee rate applied on any invoice shall not exceed the lesser of 8% or the rate indicated in the fill-in below. Charges above those indicated below will be considered unallowable as unreasonable per se.

CLIN(s) \_\_\_\_\_ (at contract award fill-in the Labor CLIN(s))

Fee rate applied to prime contractor's labor \_\_\_\_\_ (at contract award, fill-in the negotiated rate)

(4) This clause shall flow down to all subcontractors/consultants included as part of the prime contractor proposal.

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

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

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

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the

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DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR)(DEC 2012)**

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

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [insert appropriate CDRL number]. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment [insert appropriate contract attachment number] shall be utilized as required herein and attached to the report.

(a) Incurred Costs:

(1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment [insert appropriate contract attachment number].

(2) Labor: Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment [insert appropriate contract attachment number]. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment [insert appropriate contract attachment number]. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

(b) Progress: A description of progress made during the invoice period by [insert the level of progress desired: e.g. by labor category or SOW tasking] shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

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

(a) Contract Administration Office.

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

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

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

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242.302(a):

Functions Retained	Retained for Performance By:
<b>FAR 42.302(a)</b>	<b>PCO</b>

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

Additional Functions	Retained for Performance By:
<b>FAR 42.302(b)</b>	<b>"See the ADMINISTERED BY Block on the face page of the contract, modification or order"</b>

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

**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:

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

4000	██████████	██████████	12/02/2013-12/01/2014
4100	██████████	██████████	12/02/2014-12/01/2015
4200	██████████	██████████	12/02/2015-12/01/2016
5000	██████████	██████████	12/02/2013-12/01/2014
5100	██████████	██████████	12/02/2014-12/01/2015
5200	██████████	██████████	12/02/2015-12/01/2016
6000	██████████	██████████	12/02/2013-12/01/2014
6001	█ ██████████	██████████	12/02/2013-12/01/2014
6100	██████████	██████████	12/02/2014-12/01/2015
6101	██████████	██████████	12/02/2014-12/01/2015
6200	█ ██████████	██████████	12/02/2015-12/01/2016
6201	██████████	██████████	12/02/2015-12/01/2016
7300	██████████	██████████	12/2/2016 - 12/1/2017
7400	██████████	██████████	12/2/2017- 12/1/2018

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8300 [REDACTED] [REDACTED] 12/2/2016 - 12/1/2017  
9301 [REDACTED] [REDACTED] 12/2/2016 - 12/1/2017  
9401 [REDACTED] [REDACTED] 12/2/2017 - 12/1/2018

(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 from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

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

Total Contract Value [REDACTED]  
Funds This Action [REDACTED]  
Previous Funding [REDACTED]  
Funds Available [REDACTED]  
Balance Unfunded [REDACTED]

Accounting Data

SLINID PR Number Amount  
-----

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

400001 1300320011-0001 [REDACTED]  
LLA : [REDACTED] Cost Code: A40001520738  
Standard Number: CIN: 130032001100005

400002 1300320011-0001 [REDACTED]  
LLA : [REDACTED] Cost Code: A50001520739  
Standard Number: CIN: 130032001100006

400003 1300320011-0001 [REDACTED]  
LLA : [REDACTED] Cost Code: A30001520738  
Standard Number: CIN: 130032001100004

400004 1300320011-0001 [REDACTED]  
LLA : [REDACTED] Cost Code: A10001520738  
Standard Number: CIN: 130032001100002

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400005 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A20001520738  
 Standard Number: CIN: 1300320011-0001

500001 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A00001520738  
 Standard Number: CIN: 130032001100001

500002 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10001520738  
 Standard Number: CIN: 130032001100002

600001 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30001520738  
 Standard Number: CIN: 130032001100004

600101 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30001520738  
 Standard Number: CIN: 130032001100004

MOD 02 Funding  
 Cumulative Funding

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 04

400006 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A00002123800  
 Standard Number: CIN: 130040305200001

400007 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10002123800  
 Standard Number: CIN: 130040305200002

400008 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A20002123800  
 Standard Number: CIN: 130040305200003

400009 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30002123800  
 Standard Number: CIN: 130040305200004

400010 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A40002123800  
 Standard Number: CIN: 130040305200005

600002 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10002123800  
 Standard Number: CIN: 130040305200002

600102 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10002123800  
 Standard Number: CIN: 1300403052

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MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06

400011 1300403052-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50002123800  
Standard Number: CIN: 130040305200006

400012 1300403052-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A00002123800  
Standard Number: CIN: 130040305200007

400013 1300403052-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002123800  
Standard Number: 130040305200008

400014 1300403052-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A60002123800  
Standard Number: CIN: 130040305200009

400015 1300403052-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30002123800  
Standard Number: CIN: 130040305200010

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

410001 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A00002600721  
CIN: 130046307800001

410002 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002600721  
CIN: 130046307800002

410003 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30002600721  
CIN: 130046307800004

510001 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002600721  
CIN: 130046307800002

510002 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A20002600721  
CIN: 130046307800003

510003 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A40002600721  
CIN: 130046307800005

610001 1300463078 [REDACTED]



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130046307800010

610104 1300463078-0003 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10002600721  
 130046307800011

610105 1300463078-0003 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A50002600721  
 130046307800012

MOD 10 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 11

400001 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A40001520738  
 Standard Number: CIN: 130032001100005

400002 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A50001520739  
 Standard Number: CIN: 130032001100006

400003 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30001520738  
 Standard Number: CIN: 130032001100004

400004 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10001520738  
 Standard Number: CIN: 130032001100002

400008 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A20002123800  
 Standard Number: CIN: 130040305200003

400009 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30002123800  
 Standard Number: CIN: 130040305200004

400011 1300403052-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A50002123800  
 Standard Number: CIN: 130040305200006

400013 1300403052-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A10002123800  
 Standard Number: 130040305200008

400014 1300403052-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A60002123800  
 Standard Number: CIN: 130040305200009

400015 1300403052-0001 [REDACTED]  
 LLA : [REDACTED]  
 [REDACTED] Cost Code: A30002123800  
 Standard Number: CIN: 130040305200010

500002 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]



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[REDACTED] Cost Code: A10001520738  
Standard Number: CIN: 130032001100002

600001 1300320011-0001 [REDACTED]  
LLA :

[REDACTED] Cost Code: A30001520738  
Standard Number: CIN: 130032001100004

600002 1300403052 [REDACTED]  
LLA :

[REDACTED] Cost Code: A10002123800  
Standard Number: CIN: 130040305200002

600101 1300320011-0001 [REDACTED]  
LLA :

[REDACTED] Cost Code: A30001520738  
Standard Number: CIN: 130032001100004

600102 1300403052 [REDACTED]  
LLA :

[REDACTED] Cost Code: A10002123800  
Standard Number: CIN: 1300403052

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

420001 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code A00003160822  
CIN 130053594700001

420002 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code: A10003160822  
CIN: 130053594700002

420003 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code A20003160822  
CIN 130053594700003

420004 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700004

420005 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code: A40003160822  
CIN: 130053594700005

420006 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code: A50003160822  
CIN: 130053594700006

420007 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code: A60003160822  
CIN 130053594700007

620101 1300535947 [REDACTED]  
LLA :  
[REDACTED] Cost Code A30003160822

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CIN: 130053594700004

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

520001 1300535947-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A00003160822  
CIN: 130053594700008

520002 1300535947-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A20003160822  
CIN: 130053594700009

520003 1300535947-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700010

520004 1300535947-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A40003160822  
CIN: 130053594700011

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 15

420008 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A60003160822  
CLIN 130053594700013

420009 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A00003160822  
CIN 130053594700014

420010 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A20003160822  
CIN 130053594700015

420011 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A30003160822  
CIN: 130053594700016

420012 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A40003160822  
CIN: 130053594700017

420013 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50003160822  
CIN: 130053594700018

620102 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A20003160822  
CIN: 130053594700015

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MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 16

420014 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A00003160822  
CIN 130053594700019

420015 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A20003160822  
CIN: 130053594700020

420016 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700021

420017 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50003160822  
CIN: 130053594700022

620001 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700021

MOD 16 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 17

730001 13005359470004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A70003160822  
CIN: 130053594700023

730002 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A80003160822  
CIN: 130053594700024

730003 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: B10003160822  
CIN: 130053594700027

730004 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A90003160822  
CIN: 130053594700025

730005 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: B00003160822  
CIN: 130053594700026

830001 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A90003160822  
CIN 130053594700025

830002 1300535947-0004 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: B00003160822  
CIN: 130053594700026

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830003 1300535947-0004 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A80003160822  
 CIN: 130053594700024

930101 1300535947-0004 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A90003160822  
 CIN: 130053594700025

MOD 17 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 18

730006 1300535947-0005 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A80003160822  
 CIN 130053594700028

730007 1300535947-0005 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A90003160822  
 CIN: 130053594700029

730008 1300535947-0005 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: B00003160822  
 CIN: 130053594700030

MOD 18 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 19

400002 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A50001520739  
 Standard Number: CIN: 130032001100006

400003 1300320011-0001 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A30001520738  
 Standard Number: CIN: 130032001100004

400006 1300403052 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A00002123800  
 Standard Number: CIN: 130040305200001

400013 1300403052-0001 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A10002123800  
 Standard Number: 130040305200008

410001 1300463078 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A00002600721  
 CIN: 130046307800001

410002 1300463078 [REDACTED]  
 LLA : [REDACTED]  
 Cost Code: A10002600721  
 CIN: 130046307800002

410005 1300463078-0002 [REDACTED]  
 LLA : [REDACTED]

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[REDACTED] Cost Code: A40002600721  
CIN: 130046307800007

410007 1300463078-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A20002600721  
CIN A200026500721

410008 1300463078-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A20002600721  
130046307800010

600002 1300403052 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002123800  
Standard Number: CIN: 130040305200002

600102 1300403052 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002123800  
Standard Number: CIN: 1300403052

610001 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code:A10002600721  
CIN: 130046307800002

610002 1300463078-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50002600721  
CIN: 130046307800006

610101 1300463078 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002600721  
CIN: 130046307800002

610102 1300463078-0001 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50002600721  
CIN: 130046307800006

610103 1300463078-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A20002600721  
130046307800010

610104 1300463078-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A10002600721  
130046307800011

610105 1300463078-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A50002600721  
130046307800012

MOD 19 Funding - [REDACTED]  
Cumulative Funding [REDACTED]

MOD 20

740001 1300535947-0006 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code B20003160822  
CIN: 130053594700044

740002 1300535947-0006 [REDACTED]

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LLA :

[REDACTED] Cost Code: B30003160822  
CIN 130053594700045

740003 1300535947-0006 [REDACTED]

LLA :  
[REDACTED] Cost Code B40003160822  
CIN: 130053594700046

740004 1300535947-0006 [REDACTED]

LLA :  
[REDACTED] Cost Code: B50003160822  
CIN: 130053594700047

740005 1300535947-0006 [REDACTED]

LLA :  
[REDACTED] Cost Code: B60003160822  
CIN: 130053594700048

MOD 20 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 21

730009 1300535947-0007 [REDACTED]

LLA :  
[REDACTED] COST CODE A90003160822  
CIN 130053594700049

MOD 21 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 22

740006 1300535947-0008 [REDACTED]

LLA :  
[REDACTED]  
CIN 130053594700051

940101 1300535947-0008 [REDACTED]

LLA :  
[REDACTED]  
CIN 130053594700050

MOD 22 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 23

940102 1300535947-0009 [REDACTED]

LLA :  
[REDACTED]  
CIN 130053594700052

MOD 23 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 24

740007 1300535947-0010 [REDACTED]

LLA :  
[REDACTED]  
CIN 130053594700053

740008 1300535947-0010 [REDACTED]

LLA :

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[REDACTED]  
CIN 130053594700054

MOD 24 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 25

420004 1300535947 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700004

420011 1300535947-0002 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A30003160822  
CIN: 130053594700016

420016 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700021

620001 1300535947-0003 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code: A30003160822  
CIN: 130053594700021

620101 1300535947 [REDACTED]  
LLA : [REDACTED]  
[REDACTED] Cost Code A30003160822  
CIN: 130053594700004

MOD 25 Funding - [REDACTED]  
Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

### **H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)**

- (a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

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

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.



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(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 11. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

[ x ] (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

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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 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

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

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(solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

#### **5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)**

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that

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would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to *exercise of any of the rights granted under this clause*, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

**5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)**

(a) General. 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. (b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the [Insert Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert "and the Procuring Contracting Officer." if the COR is reviewing and approving the request.]

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) 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.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

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

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

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

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

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

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

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

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

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

#### **5252.242-9515 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

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Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

AIR-2.5.1.12

Naval Air Warfare Center Aircraft Division

[REDACTED]  
[REDACTED]

**11 RA SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 203040 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, or other time and effort

which does not have a specific and direct contribution to the tasks described in Sections B and C.

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(d) The level of effort for this contract shall be expended at an average rate of approximately 740 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 Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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 Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional ?main

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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 the 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.

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

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

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

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

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

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

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

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

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



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## SECTION I CONTRACT CLAUSES

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

### The following clauses are included by reference:

52.237-2 Protection Of Government Buildings, Equipment, And Vegetation Apr-84  
 252.228-7001 Ground and Flight Risk Jun-10  
 252.228-7005 Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles Dec-91  
 252.231-7000 Supplemental Cost Principles Dec-91  
 252.246-7003 Notification of Potential Safety Issues Jan-07

### 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

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

Any contract awarded as a result of this solicitation will be [X] 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.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

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

(b) General.

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

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

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

(End of clause)

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the amount shown in the chart below or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

Year	Hours	Cost
Base	600	██████████
Option 1	600	██████████
Option 2	600	██████████
Option 3	600	██████████
Option 4	600	██████████
<b>Total</b>	<b>3000</b>	██████████

(End of Clause)

**52.222-17 Non-Displacement of Qualified Workers ( JAN 2013)**

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

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(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

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(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of

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Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email [displaced@dol.gov](mailto:displaced@dol.gov) .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

**(End of clause)**

## **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.



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THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee	Code	Class	Monetary Wage	Fringe Benefits
Senior Engineering Technician	30085		████	████
Engineering Technician	30084		████	████
Supply Technician	01410		████	████
Administrative Assistant	01020		████	████

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [TBD]. All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

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

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

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

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

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

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

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

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and

Computer Software--Small Business Innovation Research (SBIR) Program clause.

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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information to enable the Contracting Officer to evaluate any listed assertion.

**52.232-22 -- Limitation of Funds (APR 1984)**

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

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

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

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

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

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

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

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

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

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

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

- (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract

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plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

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

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

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

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

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

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

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

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

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

**(End of Clause)**

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ \_\_\_\_\_ or the overtime premium is paid for work --

- 1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted

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or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A

Attachment 1 - DD 254, Contract Security Classification Specifications

Attachment 2 - System Authorization Access Request-Navy SAAR-N

Attachment 3 - Quality Assurance Surveillance Plan QASP

Attachment 4 - Wage Determination No 2005-2103 Rev11

Attachment 5 - Organizational Conflict of Interest

Attachment 6 - Payment Instructions