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|---|----------------------------------|--|---------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 09 | 3. EFFECTIVE DATE 30-Jul-2010 | 4. REQUISITION/PURCHASE REQ. NO. 1300150077-0004 | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 stephanie.a.taylor1@navy.mil 732-323-5373 | CODE N68335 | 7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427 | CODE S3915A | |

NAVAIR Aircraft Division Lakehurst
Contracts Hwy 547 Code 2.5.2 Bldg 562-1
Lakehurst NJ 08733-5060
stephanie.a.taylor1@navy.mil 732-323-5373

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

| | | |
|--|-------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TPS Associates, Inc. 2494 Ridgeway Blvd Manchester NJ 08759-5703 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | [X] | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4631-4Y01 |
| | | 10B. DATED (SEE ITEM 13) 22-Jun-2009 |
| CAGE CODE 04VM1 | FACILITY CODE 949596464 | |

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)

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. |
| [] | |
| [X] | 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: |
| [] | D. OTHER (Specify type of modification and authority) |

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

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

| | | | |
|---|------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laurie Paz, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Laurie Paz (Signature of Contracting Officer) | 16C. DATE SIGNED 30-Jul-2010 |
| (Signature of person authorized to sign) | | | |

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GENERAL INFORMATION

GENERAL INFORMATION

POINTS OF CONTACT

Contracting Specialist: Stephanie Taylor, (732) 323-5373, stephanie.a.taylor1@navy.mil

Task Order Manager: Dick Epstein, (732) 323-5120, richard.epstein@navy.mil

Contractor: Robert Copley, 732-323-7330, staples@tpsassocinc.com

PURPOSE OF MODIFICATION

The Purpose of this Modification is to Realign Funds from CLIN 1000 Labor to CLIN 3000 Travel and CLIN 3100 Material.

| | | |
|------------|---------------|--------|
| 1300150077 | (\$13,274.88) | 100016 |
| 1300150077 | \$5,000 | 300012 |
| 1300150077 | \$8,274.88 | 310004 |

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$1,387,393.40 to \$1,387,393.40.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|------------|-------------|-----------|
| 100016 | O&MN,N | 110,000.00 | (13,274.88) | 96,725.12 |
| 300012 | O&MN,N | 0.00 | 5,000.00 | 5,000.00 |
| 310004 | O&MN,N | 0.00 | 8,274.88 | 8,274.88 |

The total value of the order is hereby increased by \$0.00 from \$10,668,421.00 to \$10,668,421.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|--|----------|-------|----------------|--------------|----------------|
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 1000 | Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (O&MN,N) | 148000.0 | LH | \$9,196,671.00 | \$689,750.00 | \$9,886,421.00 |
| 100001 | (O&MN,N) | | | | | |
| 100002 | (O&MN,N) | | | | | |
| 100003 | Funding for CLIN 1000 in the amount of \$42,000. (O&MN,N) | | | | | |
| 100004 | Funding for CLIN 1000 in the amount of \$171,500.00. (RDT&E) | | | | | |
| 100005 | Funding for CLIN 1000 in the amount of \$0.00 (O&MN,N) | | | | | |
| 100006 | Funding for CLIN 1000 in the amount of \$50,860.00. (RDT&E) | | | | | |
| 100007 | Funding for CLIN 1000 in the amount of \$65,609.40 (OTHER) | | | | | |
| 100008 | Funding for CLIN 1000 in the amount of \$344250.00 (OTHER) | | | | | |
| 100009 | Funding for CLIN 1000 in the amount of \$0.00 (OTHER) | | | | | |
| 100010 | Funding for CLIN 1000 in the amount of \$35,000 | | | | | |

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(OTHER)

100012 Funding for CLIN
1000 in the
amount of
\$15000.00
(O&MN,N)

100013 Funding for CLIN
1000 in the
amount of
\$20,000.00
(O&MN,N)

100014 Funding for CLIN
1000 in the
amount of
\$84000.00
(O&MN,N)

100015 Funding for CLIN
1000 in the
amount of
\$6,434.00
(O&MN,N)

100016 Funding for CLIN
1000 in the
amount of
\$96725.12
(O&MN,N)

100017 Funding for CLIN
1000 in the
amount of \$16500
(O&MN,N)

100018 Funding for CLIN
1000 in the
amount of
\$82,240.00
(O&MN,N)

100019 Funding for CLIN
1000 in the
amount of
\$50,000.00
(O&MN,N)

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|--|---------|--------------|
| ----- | | | |
| 3000 | Travel for the Base Period. (O&MN,N) | 1.0 Lot | \$342,000.00 |
| 300001 | (O&MN,N) | | |
| 300002 | Funding for CLIN 3000 in the amount of \$1,000.00 (RDT&E) | | |

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300003 Funding for CLIN
3000 in the
amount of
\$4,000.00 (RDT&E)

300004 Funding for CLIN
3000 in the
amount of
\$4,730.00 (OTHER)

300005 Funding for CLIN
3000 in the
amount of
\$6,000.00 (OTHER)

300006 Funding for CLIN
3000 in the
amount of \$0.00
(OTHER)

300007 Funding for CLIN
3000 in the
amount of \$5,000
(OTHER)

300009 Funding for CLIN
3000 in the
amount of
\$10,000.00
(O&MN,N)

300010 Funding for CLIN
3000 in the
amount of
\$5,000.00
(O&MN,N)

300011 Funding for CLIN
3000 in the
amount of
\$6270.00 (O&MN,N)

300012 Funding for CLIN
3000 in the
amount of \$5000
(O&MN,N)

3100 Material Costs 1.0 Lot \$380,000.00
for the Base
Period. (O&MN,N)

310001 (O&MN,N)

310002 CLIN 3100 funding
amount \$0.00
(OTHER)

310003 CLIN 3100 funding
amount \$2,000
(O&MN,N)

310004 CLIN 3100 funding
amount \$8,274.88
(O&MN,N)

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3200 NMCI Costs for 1.0 Lot \$60,000.00
the Base Period.
(O&MN,N)

320001 CLIN 3200 funding
amount \$2,244
(OTHER)

320002 CLIN 3200 funding
amount \$6,000
(OTHER)

320003 CLIN 3200 funding
amount \$0.00
(OTHER)

320005 CLIN 3200 funding
amount \$2,000
(O&MN,N)

320006 CLIN 3200 funding
amount \$2,000
(O&MN,N)

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|--|---------|------|----------------|--------------|----------------|
| 4000 | Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (O&MN,N) Option | 74000.0 | LH | \$4,869,310.00 | \$365,198.00 | \$5,234,508.00 |
| 4100 | Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (O&MN,N) Option | 74000.0 | LH | \$5,010,521.00 | \$375,789.00 | \$5,386,310.00 |
| 4200 | Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (O&MN,N) Option | 74000.0 | LH | \$5,155,829.00 | \$386,687.00 | \$5,542,516.00 |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|-------------------|-----|------|-----------|
|------|-------------------|-----|------|-----------|

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| 6000 | Travel for Option Period I. (O&MN,N) Option | 1.0 Lot | \$180,000.00 |
| 6100 | Material Costs for Option Period I. (O&MN,N) Option | 1.0 Lot | \$190,000.00 |
| 6200 | NMCI Costs for Option Period I. (O&MN,N) Option | 1.0 Lot | \$30,000.00 |
| 6300 | Travel for the Option Period II. (O&MN,N) Option | 1.0 Lot | \$186,000.00 |
| 6400 | Material Costs for Option Period II. (O&MN,N) Option | 1.0 Lot | \$190,000.00 |
| 6500 | NMCI Costs for Option Period II. (O&MN,N) Option | 1.0 Lot | \$30,000.00 |
| 6600 | Travel for Option Period III. (O&MN,N) Option | 1.0 Lot | \$192,000.00 |
| 6700 | Material Costs for Option Period III. (O&MN,N) Option | 1.0 Lot | \$190,000.00 |
| 6800 | NMCI Costs for Option Period III. (O&MN,N) Option | 1.0 LH | \$30,000.00 |

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

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

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government estimates the labor mix and estimated man-hours of direct labor for performance of this requirement as outlined below:

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| Labor Caegory | Base Period Hours | Option Year I Hours | Option Year II Hours | Option Year III Hours |
|------------------------------------|-------------------|---------------------|----------------------|-----------------------|
| * Program Manager (Off-Site) | 6,000 | 3,000 | 3,000 | 3,000 |
| * Project Manager (Off-Site) | 20,000 | 10,000 | 10,000 | 10,000 |
| * Sr. Project Engineer (Off-Site) | 20,000 | 10,000 | 10,000 | 10,000 |
| * Project Engineer (Off-Site) | 18,000 | 9,000 | 9,000 | 9,000 |
| * Engineer (Off-Site) | 12,000 | 6,000 | 6,000 | 6,000 |
| Sr. Engineering Tech (Off-Site) | 18,000 | 9,000 | 9,000 | 9,000 |
| Engineering Tech (Off-Site) | 32,000 | 16,000 | 16,000 | 16,000 |
| Data Tech (Off-Site) | 12,000 | 6,000 | 6,000 | 6,000 |
| Clerical Administrative (Off-Site) | 10,000 | 5,000 | 5,000 | 5,000 |
| TOTAL HOURS | 148,000 | 74,000 | 74,000 | 74,000 |
| | | | | |
| TRAVEL ESTIMATES | \$342,000 | \$180,000 | \$186,000 | \$192,000 |
| MATERIAL ESTIMATES | \$380,000 | \$190,000 | \$190,000 | \$190,000 |
| NMCI ESTIMATES | \$60,000 | \$30,000 | \$30,000 | \$30,000 |
| | | | | |

Key Personnel labor categories are identified by an asterisk (*).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK (PBSOW) FOR ENGINEERING AND TECHNICAL SUPPORT SERVICES

1.0 SCOPE

The contractor shall provide engineering and technical support services to the Naval Air Systems Command's (NAVAIR) aircraft support mission. The support services required herein will not be limited to Navy platforms or to Naval Aviation requirements. It is anticipated that tasking on this contract may come from other DoD organizational elements, Foreign Military Sales (FMS) cases, and others requiring the support services specified in this SOW.

2.0 SUPPORT EQUIPMENT ACQUISITION SUPPORT

Provide Management, Engineering, Technical and Logistics support services to NAVAIR Lakehurst, Support Equipment (SE) Acquisition Programs, for Emerging / Existing Systems. Provide management support to assigned SE Team Leaders (TL) on Automatic Test Equipment (ATE) and Test Program Set (TPS) acquisition matters, and other SE tasks as assigned.

2.1 Provide technical recommendations during the concept definition and alternatives development phase of acquisition programs regarding the preparation / tailoring of Specifications, Statements of Work, Data Packages, Contract Data Requirement List (CDRLs), etc.

2.2 Participate in the Integrated Logistics Support (ILS) process for avionic / non-avionic systems with the goal of optimizing system support postures. Provide NAVAIR with recommendations to accomplish this goal.

2.3 Provide technical / assistance in support of processing Support Equipment Recommendation

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Documents (SERDs) and Source Data Revision Recommendations (SODARRs). Develop technical and logistics data by contacting prime contractor, vendors, Navy field activities, and by accessing appropriate NAVAIR databases.

2.4 Assist in the preparation of necessary documentation of SE requirements into SERDs / AUTOSERD / Support Equipment Resources Management Information Systems (SERMIS).

2.5 Provide technical / management support during the Platform / Avionics Engineering Change Proposal (ECP) process and its effect on SE. Assist in the preparation of the ECP prior to the submissions to NAVAIR Change Control Board (CCB). Review, over the course of the ECP development, the design changes to the extent that they have impact to SE. Provide inputs to the process to identify all logistics elements for the SE itself are reviewed for impact. Attend Preliminary Design Review (PDR) / Critical Design Review (CDR) meetings, as required, as well as initial suitability testing prior to deciding on the appropriate requirements. Review resulting Technical Directives (TD), and any amendment / TD revisions.

2.6 Attend meetings and provide technical / managerial support for Team Meetings, Program Reviews, Procurement Reviews, Integrated Logistics Support Maintenance Team (ILSMT) meetings, Planning Conferences, Design Reviews, Program Management Reviews, Fleet Briefings, and other meetings as required by the Government.

3.0 SE DESIGN ENGINEERING SUPPORT

Provide Design Engineering and Technical Services in support of the acquisition of SE systems for assigned aircraft avionics equipment, and other military equipment, as assigned. Perform technical data collection and evaluation in support of test requirements analyses, in conjunction with review of hardware specifications, in order to ensure SE capability / suitability for a particular weapon system, avionic subsystem, or other equipment.

3.1 SE HARDWARE SYSTEMS

3.1.1 Provide technical inputs and evaluations to the development of SE systems performance specifications.

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3.1.2 Provide technical evaluation of SE hardware design and / or engineering modifications to ensure specification requirements are achieved.

3.1.3 Attend SE hardware / software design review meetings, include PDRs, CDRs, Technical Coordination Meetings, etc., and provide technical recommendations as necessary.

3.1.4 Provide technical evaluations of acceptance test for SE hardware / system software; review and provide comments on test plans, test procedures, specifications, etc., monitor acceptance process including all phases of first article test. Provide NAVAIR with recommendations to accomplish this goal.

3.1.5 Assist, as required, other Navy or DoD activities involved in the formal test and evaluation phases of tester development / acceptance.

3.2 VERIFICATION / VALIDATION OF TPS DESIGN

Provide engineering evaluation of the design, development, acceptance, and transitioning to organic support of TPS's to test avionics systems of the F/A-18 series of platforms, and other assigned aircraft / missile / avionics systems, and associated ATE.

3.2.1 TPS Conceptual Design

Review Conceptual Design Data (Test Requirement Documents (TRDs), Test Strategy Reports (TSRs), etc.) using available Unit Under Test (UUT) design data (schematics, specifications, wiring diagrams, etc.). Establish the acceptability of the conceptual design of the TPS to achieve support requirements. Evaluate the conceptual design against the ATE system capabilities to assure compatibility with the ATE and establish that the ID requirements are properly met or identified. Report results of evaluation as required. Participate in Design Reviews (formal / informal) and documentation of results as necessary.

3.2.2 TPS Design Data Review

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Review Interface Device (ID) Design Documentation and associated TPS design data and information for compliance with conceptual design data with UUT and ATE requirements to establish acceptability of the TPS design. Document results of the review as required.

3.2.3 Coding and Compilation Support

Review output listing of source program generated to establish that the test program reflects the requirements of the specification. Report the results of the reviews and attend design reviews as required.

3.2.4 TPI and Supplementary Data Generation

Review the Test Program Instruction (TPI) and Supplementary Data to establish it's accuracy and ease of use by the operator and to ensure technical requirements are met.

3.2.5 TPS Integration Support

Maintain liaison and observe / participate as necessary with TPS integration team during integration of TPS (ID, Test Program and TPI) with host ATE and UUT. Monitor and record changes made to TPS source documentation generated in earlier phases to assure the documentation accurately reflects the ensuring TPS design. Review acceptance test plan, procedures and other demonstration plans utilized to accept the TPS and its reliability / maintainability features to assure documents will demonstrate specified functions. Monitor the TPS contractor and make recommendations to NAVAIR to assure all equipment and TPS logs required are properly maintained and controlled. Report results on integration as required.

3.2.6 Demonstration and Acceptance

Monitor and / or witness the demonstration of TPSs using criteria established by design requirements and implemented in approved acceptance test documents. Generate / review acceptance test reports and documentation arising from demonstration. Monitor and / or witness any TPS merging and Operational Test Program Set (OTPS) demonstrations required to prove successful merging. Monitor

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and / or witness any production acceptance of approved OTPSs. Verify that all approved TPS design data accurately reflects the approved TPS. Provide reports on the above steps as required.

3.2.7 Post TPS Development Support

Provide necessary support to Navy and / or contractor sites in the on-going evaluation of the TPS in actual operation and assist in the evaluation of observed deficiencies. Provide recommendations on corrections / improvements to TPSs arising from actual TPS utilization as a test device.

3.2.8 General TPS Design Efforts

Assist in the review and evaluation of all documentation required to regulate / control / accept TPSs and associated documentation. This includes, but is not limited to documentation for General Acceptance Test Procedures, TPS Acceptance Test Procedures, Reliability / Maintainability Demonstration Plan and Procedures, Production TPS Acceptance Test Procedures, SERDs, ECPs, Configuration and Quality Assurance Test Plans and Procedures, Change Control Procedures, Maintenance Plan, and Technical Manuals.

4.0 MISCELLANEOUS ENGINEERING EFFORTS

4.1 Provide technical expertise to identify the potential of existing design problems that could affect the development, acceptance, production, utilization or implementation of SE systems or TPSs.

4.2 Assist in the response to Fleet concerns relating to SE, ATE, and TPSs. Provide inputs to the troubleshooting process of avionics support effort. Assist in the update of Consolidated Automated Support System (CASS) Operational TPS documentation and their review process.

4.3 Develop / produce SE, Aircraft Launch and Recovery Equipment (ALRE) and related systems prototype hardware, as required.

4.4 Prepare new, and / or update existing ALRE and SE Technical Manuals, Maintenance Requirement

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Cards (MRCs), Quality Assurance (QA) cards and other technical documentation.

4.5 Prepare Technical Data Requirements (TDR) packages for ALRE/SE procurements originated by NAVAIR Lakehurst, Naval Inventory Control Points (NAVICPs), Defense Logistics Agencies (DLAs), new ship construction and Foreign Military Sales (FMS). Using off-site access to Asset Information Management (AIM) and Joint Engineering Data Management Information Control System (JEDMICS) databases, obtain designated engineering drawings; review and research drawings for accuracy and currency by comparing against the latest military specifications/standards and commercial equivalents; conduct liaison with TDR originator and appropriate NAVAIR Lakehurst personnel to resolve questions; and prepare electronic TDR line sheets.

4.6 Provide engineering and technical services during efforts to reverse engineer items of SE / ALRE, and other equipment as assigned. This activity could be a result of equipment parts obsolescence, or the lack of original drawing package. Develop new drawing packages for the re-engineered items.

4.7 Provide communications of "items of concern" related to design / development / application of SE and inform the Task Order Manager (TOM) in a timely manner of these concerns.

4.8 Provide engineering and technical support for process improvement initiatives within NAVAIR.

5.0 CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT

5.1 Contractor shall furnish a Contractor's Progress, Status and Management Report detailing the work accomplished under this contract for the period. One shall be issued each month for the course of the contract.

Data to be furnished hereunder shall be in accordance with Contract Data Requirements List, DD Form 1423, A001.

6.0 SECURITY

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Tasks performed under this order shall be conducted at security classifications up to and including SECRET. Contractor personnel assigned to support classified tasking shall maintain appropriate security clearances.

7.0 TRAVEL

Contractor personnel shall travel as required to provide needed tasks through off-site meetings, training, conferences, design reviews, site surveys, or other events. All travel will be performed in accordance with the provisions of the most current Joint and Federal Travel Regulations. Contractor shall obtain passport as required to support any overseas travel.

8.0 PLACE OF PERFORMANCE

The place of performance will be off-site at Contractor facilities, as required by the Government. During the performance of this task order, Contractor personnel will be required to commute to various Government, Vendors and Original Equipment Manufacturers (OEMs) locations.

To afford adequate accessibility to the Government's data sources and allow frequent coordination and interaction between Government and Contractor personnel, the contractor must maintain a facility within a 40 mile commuting distance of NAVAIR Lakehurst, NJ and Boeing, St. Louis, Missouri (not an office located in a residential home). All effort will be performed off-site for NAVAIR, Lakehurst, with the exception of a Sr. Project Engineer and possibly a Project Engineer performing off-site at Boeing, St. Louis, Missouri.

Contractor personnel must be able to support meetings at NAVAIR Lakehurst, NJ and Boeing, St. Louis, Missouri within 90 minutes of meeting notification.

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SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THROUGH 9000- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

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

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

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

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

- (1) name and business of the contractor
- (2) contract number
- (3) task order number
- (4) sponsor: Richard Epstein
Naval Air Warfare Center AD
Lakehurst, New Jersey

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 22 June 2009 - 21 June 2011.

The Period of Performance for Option Period I is 22 June 2011 - 21 June 2012.

The Period of Performance for Option Period II is 22 June 2012 - 21 June 2013.

The Period of Performance for Option Period III is 22 June 2013 - 21 June 2014.

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 7 days before the end of the current period of performance; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

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

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Ordering Officer hereby appoints the following individual as the Task Ordering Manager (TOM) for this Task

Name: Richard Epstein

Code: 4.8.3.2

E-mail: richard.epstein@navy.mil

Mailing Address: Naval Air Warfare Center
Highway 547, Bldg. 562-3
Code 4.8
Lakehurst, NJ 08733-5000

Telephone: 732-323-5120

(b) The TOM is responsible for those specific functions assigned in the Task Order manager appointment letter.

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

[Cost:\$1,218,371.7] [Fee:\$91,377.82] [Cost Plus Fixed Fee:\$1,309,749.52] [Base Period 22 June 2009 - 21 June 2011]

The Purpose of this Modification is to Realign Funds from CLIN 1000 Labor to CLIN 3000 Travel and CLIN 3100 Material.

1300150077 (\$13,274.88) 100016

1300150077 \$5,000 300012

1300150077 \$8,274.88 310004

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

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

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

FUNDING PROFILE

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 \$1,387,393.40

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

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

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

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

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

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

WAWF Invoice Type: Access the following web site for information on invoice types:http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N68335.

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable): N68335

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost

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Voucher) (if applicable):N68335

Acceptor DODAAC (if applicable): N68335 **Organization that Government Acceptor Works for

Local Processing Office:N/A (Leave blank)

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 12 of Task Order front page.

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

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

Richard.Epstein@navy.mil

```
Accounting Data
SLINID  PR Number          Amount
-----
100001  130012621200001      140000.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000183629
```

BASE Funding 140000.00
Cumulative Funding 140000.00

MOD 01

```
100002  130013112200001      89631.00
LLA :
AB 1791506 47C2 251 00019 0 050120 2D 000000 A00000237602
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300001  130013112200001      2525.00
LLA :
AB 1791506 47C2 251 00019 0 050120 2D 000000 A00000237602
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310001  130013112200001      5600.00
LLA :
AB 1791506 47C2 251 00019 0 050120 2D 000000 A00000237602
```

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320001  130013112200001      2244.00
LLA :
AB 1791506 47C2 251 00019 0 050120 2D 000000 A00000237602
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MOD 01 Funding 100000.00
Cumulative Funding 240000.00

MOD 02

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100003 130013913200001 42000.00
 LLA :
 AC 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

MOD 02 Funding 42000.00
 Cumulative Funding 282000.00

MOD 03

100004 130014277200001 171500.00
 LLA :
 AD 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000347026

300002 130014277200002 1000.00
 LLA :
 AD 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000347026

MOD 03 Funding 172500.00
 Cumulative Funding 454500.00

MOD 04

100006 130014391300001 50860.00
 LLA :
 AE 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000356011

100007 130014391400001 65609.40
 LLA :
 AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000356012

100008 130014632500001 347750.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372299

100010 130014640200001 35000.00
 LLA :
 AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372783

100012 130013913200002 15000.00
 LLA :
 AC 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

100013 130014300700001 20000.00
 LLA :
 AK 1701506 U1CW 251 00019 0 050120 2D 000000 A00000348497

100014 130014369900001 84000.00
 LLA :
 AL 1701506 Y5BE 251 00019 0 050120 2D 000000 A00000354260

100015 130013913200003 6434.00
 LLA :
 AC 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

300003 130014391300002 4000.00
 LLA :
 AE 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000356011

300004 130014391400002 4730.00
 LLA :
 AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000356012

300005 130014632500002 2500.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372299

300007 130014640200002 5000.00
 LLA :
 AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372783

300009 130014369900001 10000.00
 LLA :
 AL 1701506 Y5BE 251 00019 0 050120 2D 000000 A00000354260

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300010 130013913200003 5000.00
 LLA :
 AC 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

310003 130014369900001 2000.00
 LLA :
 AL 1701506 Y5BE 251 00019 0 050120 2D 000000 A00000354260

320002 130014632500001 6000.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372299

320005 130014369900001 2000.00
 LLA :
 AL 1701506 Y5BE 251 00019 0 050120 2D 000000 A00000354260

320006 130013913200003 2000.00
 LLA :
 AC 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

MOD 04 Funding 667883.40
 Cumulative Funding 1122383.40

MOD 05

100016 130015007700001 110000.00
 LLA :
 AM 1701506 47C2 251 00019 0 050120 2D 000000 A00000397312

MOD 05 Funding 110000.00
 Cumulative Funding 1232383.40

MOD 06

100017 130013913200004 16500.00
 LLA :
 AN 1701804 4A4N 251 00019 0 050120 2D 000000 A00000323307

100018 130016064400001 82240.00
 LLA :
 AP 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000463583

300011 130016064400002 6270.00
 LLA :
 AP 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000463583

MOD 06 Funding 105010.00
 Cumulative Funding 1337393.40

MOD 07

100019 130016182900001 50000.00
 LLA :
 AQ 97X4930 NH2A 255 77777 0 050120 2F 000000 A00000470818

MOD 07 Funding 50000.00
 Cumulative Funding 1387393.40

MOD 08

100008 130014632500001 (3500.00)
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372299

300005 130014632500001 3500.00
 LLA :
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000372299

MOD 08 Funding 0.00
 Cumulative Funding 1387393.40

MOD 09

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100016 130015007700001 (13274.88)
 LLA :
 AM 1701506 47C2 251 00019 0 050120 2D 000000 A00000397312

300012 130015007700001 5000.00
 LLA :
 AR 1701506 47C2 251 00019 0 050120 2D 000000 A00000397312

310004 130015007700001 8274.88
 LLA :
 AS 1701506 47C2 251 00019 0 050120 2D 000000 A00000397312

MOD 09 Funding 0.00
 Cumulative Funding 1387393.40

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

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

(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

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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 twelve (12) months after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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

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

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

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

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key

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personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

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

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

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

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

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

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SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired). All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a secret security clearance.

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 SBA's 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.

SOURCE DATA LANGUAGE SPECIAL PROVISION

The Contractor understands and agrees that the data and information, including source code, provided by the Government for analysis under this contract is for the contractor's use in performance of the efforts under this contract only. The Contractor agrees that it will not release, display, or disclose the Government provided data and information, including service code, to persons outside its company without the express written permission of the Contracting Officer. The Contractor will ensure it has sufficient operating procedures and physical security measures designed to protect the Government-furnished data and information, including source code, from inadvertent release or disclosure to unauthorized third parties.

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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.

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SECTION J LIST OF ATTACHMENTS

NMCI Form

Cost Summary Format

Staffing Plan

For Official Use Only

CDRLs - Small Business Set Aside

Dept of Defense Contract Security Classification Specification

Supporting Cost Data

Quality Assurance Surveillance Plan (QASP)