				1. CONTRACT ID CODE			OF PAGES
AMENDMENT OF SOLICITATION	MODIFICATION OF CO	ONTRACT		U		1	2
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 09-May-2016	4. REQUISITION/PURCHASE REQ. NO. 1300532622			5. PR	ROJECT NO. (N/	(If applicable) 'A
6. ISSUED BY CODE N65236 7. ADMINIST				D BY (If other than Item 6)	CO	DE	S1103A
SPAWAR-Systems Center Lant (CH	IRL)	I	DCM/	A ATLANTA			SCD: C
P.O. BOX 190022			2300	LAKE PARK DRIVE, SUITE 30	0		
North Charleston SC 29419-9022		:	SMYF	RNA GA 30080			
william.tobin@navy.mil 843-218-595	0						
		1					
8. NAME AND ADDRESS OF CONTRACTOR	No., street, county, State, and Zi	o Code)		9A. AMENDMENT OF SOLICITAT	ION NO.		
SCIENTIFIC RESEARCH CORF	ORATION			_			
2300 Windy Ridge Parkway Suite	e 400 South						
Atlanta GA 30339				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRA	ACT/ORI	DER NO.	
			[X]				
				N00178-04-D-4121-V70)3		
				10B. DATED (SEE ITEM 13)			
CAGE 0D5A6 FAC CODE	ILITY CODE			10-May-2013			
11.	THIS ITEM ONLY APPL	IES TO AM	1ENDI	MENTS OF SOLICITATIONS			
The above numbered solicitation is amend	ed as set forth in Item 14. The h	our and date	specifie	d for receipt of Offers	ed, []	is not extend	led.
Offers must acknowledge receipt of this amend (a) By completing Items 8 and 15, and returning separate letter or telegram which includes a ref PLACE DESIGNATED FOR THE RECEIPT OF amendment you desire to change an offer alrea and this amendment, and is received prior to th	one (1) copy of the amendment; erence to the solicitation and ame OFFERS PRIOR TO THE HOUR dy submitted, such change may b	(b) By acknow endment numb AND DATE Si be made by tel	wledging bers. F SPECIFI	g receipt of this amendment on each cop AILURE OF YOUR ACKNOWLEDGEME ED MAY RESULT IN REJECTION OF Y	oy of the ENT TO OUR OF	offer submitte BE RECEIVE FER. If by vir	D AT THE rtue of this
12. ACCOUNTING AND APPROPRIATION DA	,	ECTION G					
13. THI	ITEM APPLIES ONLY T	O MODIFI	CATIO	ONS OF CONTRACTS/ORDER	RS,		
			-	AS DESCRIBED IN ITEM 14.			
(*) A. THIS CHANGE ORDER IS ISSU ITEM 10A.	ED PURSUANT TO: (Specify at	uthority) THE	CHANC	SES SET FORTH IN ITEM 14 ARE MAD	E IN TH	E CONTRAC	Γ ORDER NO. IN
[]							
[] B. THE ABOVE NUMBERED CONT date, etc.)SET FORTH IN ITEM 14,				IINISTRATIVE CHANGES (such as cha	nges in	paying office	appropriation
[X] C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED INTO PURS	SUANT TO AU	ITHORI	TY OF:			
FAR 52.217-8 [] D. OTHER (Specify type of modified	ation and authority)						
	.,						
E. IMPORTANT: Contractor [X] is not, [1 0						
14. DESCRIPTION OF AMENDMENT/MODIFIC SEE PAGE 2	ATION (Organized by UCF section	on neadings, i	inciuain	g solicitation/contract subject matter wr	iere tea	SIDIE.)	
15A. NAME AND TITLE OF SIGNER (Type or p	print)	16A. NAME	AND TI	TLE OF CONTRACTING OFFICER (Typ	e or prin	nt)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			bin, Contracting Officer		16C	DATE SIGNED
	ICC. DATE OIONED					100.1	
(Signature of person outborized to size)		BY <u>/s/V</u>		F Tobin		05-Ma	ay-2016
(Signature of person authorized to sign) NSN 7540-01-152-8070		30-105		Signature of Contracting Officer) STANDARD	FORM	30 (Rev 10-	83)
PREVIOUS EDITION UNUSABLE		55.55		Prescribed by	GSA	-u (i.ev. 10-	,
				FAR (48 CFR)	53.243		

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GENERAL INFORMATION

The purpose of this modification is to extend the period of performance from 5/09/2016 through 11/09/2016... 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:

400102:

From: AH 1751804 4A4A252 00019 0 050120 2D 000000 A00002572691 To: AH 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691

The total amount of funds obligated to the task is hereby increased from \$3,440,749.72 by \$602,402.96 to \$4,043,152.68.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400301	Fund Type - TBD	0.00	597,402.96	597,402.96
600301	Fund Type - TBD	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$4,183,138.75 by \$1.00 to \$4,183,139.75.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4000	1,308,220.38	(22,549.32)	1,285,671.06
4001	1,346,276.55	(253,276.55)	1,093,000.00
4002	1,384,491.82	(355,221.13)	1,029,270.69
4003	0.00	631,048.00	631,048.00
6002	49,650.00	(5,081.00)	44,569.00
6003	0.00	5,081.00	5,081.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	То
4003		5/9/2016 - 11/9/2016
6003		5/9/2016 - 11/9/2016

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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 NAVFIG Support (Fund Type - TBD)	1.0	LO	\$1,209,701.79	\$75,969.27	\$1,285,671.06
400001	R425	ACRN: AA PR 1300340808 (O&MN,N)					
400002	R425	ACRN AB: Labor for PWS PR: 1300340808-0001 DOC:BS- 213000.OTHCON2ISEAAZ COST CODE: A00001658052 (Fund Type - TBD)					
400003	R425	ACRN AC PR: 1300340808-0002 JON: BS-213000.OTHCON2ISEAAZ COST CODE: A00001658052 (Fund Type - TBD)					
400004	R425	ACRN AD: Labor for PWS PR# 1300383541 Cost Code: A00001968025 BS# BS-213001.OTHCON2ISEAAZ (O&MN,N)					
4001	R425	Option Year 1: Base Year NAVFIG Support (O&MN,N)	1.0	LO	\$1,028,415.51	\$64,584.49	\$1,093,000.00
400101	R425	Option Year 1: Base Year NAVFIG Support (O&MN,N)					
400102	R425	PR#: 1300460381 PROJECT NUMBER: DR-634341.3 COST CODE: A00002572691 JON: BS-213000.OTHCON21S (O&MN,N)					
4002	R425	Option Year 2: NAVFIG Support (Fund Type - TBD)	1.0	LO	\$968,451.97	\$60,818.72	\$1,029,270.69
400201	R425	Standard Number: N/A ACRN AJ: INCR FUND PR#: 1300460381-0002 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ (Fund Type - TBD)					
400202	R425	Standard Number: N/A ACRN AJ: INCR FUND PR#: 1300460381-0003 PROJECT NUMBER: DR-634351.5 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEA1Z (O&MN,N)					
400203	R425	ACRN: AK PR: 1300532622 NWA: BS-213001.OTHCON2ISEAAZ Funds Expiration: 09/30/2016 (Fund Type - TBD)					
4003	R425	NAVFIG Support (Fund Type - TBD)	1.0	LO	\$589,764.49	\$41,283.51	\$631,048.00
400301	R425	ACRN AL PR 1300532622 (Fund Type - TBD)					

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
6000	R425	ODC in support of CLIN 4000 (Fund Type - TBD)	1 0	LO	\$46	500.00
		ACRN AB: ODC for PWS PR: 1300340808-0001 DOC:BS- 213000.OTHCON2ISEAAZ COST CODE: A00001658052 (Fund Type - TBD)	1.0	20	<i>4</i> 20 / 1	
600002	R425	ACRN AC PR: 1300340808-0002 JON: BS-213000.OTHCON2ISEAAZ COST CODE: A00001658052 (Fund Type - TBD)				
6001	R425	ODC in support of CLIN 4001 (Fund Type - TBD)	1.0	LO	\$48,0	00.00
600101	R425	ODC in support of CLIN 4001 (O&MN,N)				
600102	R425	PR#: 1300460381 PROJECT NUMBER: DR-634341.3 COST CODE: A00002572691 JON: BS-213000.OTHCON21S (Fund Type - TBD)				
600103	R425	PR#: 1300460381 PROJECT NUMBER: DR-634341.3 COST CODE: A00002572691 JON: BS-213000.OTHCON21S (Fund Type - TBD)				
6002	R425	ODC in support of CLIN 4002 (Fund Type - TBD)	1.0	LO	\$44,	569.00
600201	R425	Standard Number: N/A ACRN: AJ PR#: 1300460381-0002 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ (Fund Type - TBD)				
600202	R425	ACRN: AK PR: 1300532622 NWA: BS-213001.OTHCON2ISEAAZ Funds Expiration: 09/30/2016 (Fund Type - TBD)				
6003	R425	ODC in support of CLIN 4003 (Fund Type - TBD)	1.0	LO	\$5,08	31.00
600301	R425	ACRN AL PR1300532622 (Fund Type - TBD)				

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] hours. The _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] direct labor hours include _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] direct labor hours include _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

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If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of 7% per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to <u>\$3,440,749.72</u>. It is estimated that these funds will cover the cost of performance through <u>9 MAY 2016</u>. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of <u>\$3,440,749.72</u> shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

Est. CPFF	Prior Funded	Increased	Total Funded	Unfunded Balance
 Total Order NTE	Amount	Funded Amount	Amount	
\$4,183,138.75	\$3,165.749.72	\$275,000	\$3,440,749.72	\$742,389.03

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) SPACE AND NAVAL WARFARE SYSTEM CENTER, ATLANTIC FORMAT FOR SEAPORT-E TASK ORDERS

1.0 PERIOD AND PLACE(S) OF PERFORMANCE

1.1 PERIOD OF PERFORMANCE

Performance period(s) under the task shall be as noted in the following chart:

Basic Performance	Start Date	End/Completion Date
Initial Award Performance	1DEC2012	30NOV2013
Period		
*1 st Option Period	1DEC2013	30NOV2014
*2nd Option	1DEC2014	30NOV2015

1.2 PLACE OF PERFORMANCE

SPAWARSYSCEN ATLANTIC, Charleston, SC.

2.0 **REFERENCES**

NAVFIG Reference Documents

Document Number	Document Description
JO 7110.65	Air Traffic Control Manual
JO 7400.2	Procedures for Handling Airspace Matters
JO 7400.8	Special Use Airspace
FAAO 7130.3	Holding Pattern Criteria
FAAO 8260.3	United States Standard for Terminal Instrument Procedures (TERPS)

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FAAO 8260.19	Flight Procedures and Airspace
FAAO 8260.54	The United States Standard for Area Navigation
FAAO 8260.46	Departure Procedures Program
FAAO 8200.1	U.S. Standard Flight Inspection manual
NAVAIR 00-80T-112	NATOPS INSTRUMENT FLIGHT MANUAL
NAVAIR 00-80T-114	NATOPS Air Traffic Control Manual
	General NATOPS
ICAO DOC 4444	Procedures for Air Navigation Services
PANS OPS	Procedures for Air navigation Services - Aircraft Operations
FAR Part 71	Designation of Class A, B, C, D, AND E Airspace Areas; Air Traffic Service Routes; and Reporting Points
FAR Part 77	Obstructions to Navigation
NAVFAC P-80.3	Appendix E - Facility Planning Criteria for Navy & Marine Corps Shore Installations

3.0 SPECIFICATIONS - Not applicable.

4.0 SECURITY REQUIREMENTS

Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding classified Information) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET.

COR DESIGNATION

The COR for this task order is Daniel Lehman, who can be reached at phone (843)218-5282; e-mail: dan.lehman@navy.mil.

5.0 DESCRIPTION OF WORK

5.1 BACKGROUND

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The Naval Flight Information Group (NAVFIG) develops, reviews, and validates Terminal Instrument Procedures (TERPS) at US Navy (USN) and US Marine Corps (USMC) Air Stations worldwide, as well as at Host Nation airports, including validation of Jeppesen terminal procedures, as required by operations. NAVFIG also arranges for the publication of all USN and USMC aeronautical information in the Department of Defense (DoD) and Department of Transportation (DoT) Flight Information Publications (FLIP). NAVFIG is the sole approving authority for aeronautical information and TERPS issues within the Chief of Naval Operations (CNO), Naval Air Space and Air Traffic Control Standards and Evaluation Agency (NAATSEA / N980A).

5.2 SCOPE

This performance-based effort encompasses all efforts of support required for the U.S. Navy/Marine Corps.

- a. Develop, review, and validate terminal instrument procedures for all USN/USMC air stations, exercises, "real world" operations, and certain host nation airports.
- b. NAVFIG is the sole approving authority for all TERPS and aeronautical information publications within the Chief of Naval Operations, Naval Air Space and Air Traffic Control Standards and Evaluation Agency (NAATSEA/N980A).
- c. Formulate, review, and validate minimum vectoring altitude charts for all USN/USMC air stations, exercises, and "real world" operations.

5.3 **DEFINITIONS** – Not applicable

6.0 PERFORMANCE REQUIREMENTS

6.0.1 TERMINAL INSTRUMENT PROCEDURES (TERPS)

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Information Specialists (AIS) to support NAVFIG. The Contractor's FPS and AIS shall have completed up to one year of highly specialized training and be experts in their field. Additionally, the contractor shall provide development and maintenance support to NAVFIG automation tools such as Global Procedures Design (GPD) and Instrument Procedure Development System (IPDS). The Contractor's services shall include the following:

- a. Develop, review and validate TERPS
- b. Maintain data on navigational aids (NAVAIDs), obstacles, airports, and runways for USN and USMC airfields and certain Host Nation airports
- c. Conduct evaluations of obstacles proposed for construction near USN, USMC and Host Nation airfields
- d. Research, evaluate, and compile aeronautical data for inclusion in the FLIP
- e. Review and revise previously published DoD FLIP information
- f. Issue, revise, and cancel Notice to Airmen (NOTAM) to augment the FLIP
- g. Provide administrative support for NAVFIG
- h. Build all USN/USMC Instrument Procedures using GPD or IPDS
- i. Check Host source and NOTAMS daily and compare with current procedures

(OMN funding)

(CDRLS 0001, 0003-0014)

6.0.2. INFORMATION TECHNOLGY

Contractor shall provide technical and system integration Information Technology support for the purpose of recording, resolving, and responding to user technical requests to include; installing and supporting project specific software, troubleshooting software and hardware issues, and responding to, reporting and assisting in IT Security incidents. The Contractor's services shall include the following:

- a. Technical support in the installation of program/project unique IT systems/equipment hardware, software, sensors, and associated peripherals
- b. Technical assistance in preparation of IT project installation technical documentation, conducting pre and post installation operational tests, performing computer hardware and software installation and operational verification testing, modifying and/or updating special purpose computer programs, and performing system/equipment operational testing
- c. Maintenance support for project systems/equipment hardware, software, sensors, and associated peripherals. Maintenance support shall include:

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- a. Development and/or review of IT system/equipment maintenance schedules and procedures, conduct of system/equipment diagnostic tests, computer trouble shooting and fault isolation, system repair, removal and replacement.
- d. System/equipment hardware and software life-cycle support to include:
 - a. Participating in design requirements
 - b. Performing system/equipment upgrades
 - c. Updating and maintaining system/equipment hardware and software configuration data
 - d. Assisting in the procurement of new systems/equipment
 - e. providing user/operator initial and refresher training
- d. Assisting in the retirement and disposal of systems/equipment.

(OMN funding)

6.0.3. ADMINISTRATIVE SUPPORT SERVICES

Administrative support services provide for a full range of administrative functions associated with office and office automation requirements. Responsibilities include the following:

- a. Maintenance of subject matter files and records as related to TERPS
- b. Setup and maintenance of action item logs, phone logs, and visitor logs
- c. Scheduling appointments

d. Coordinating time, participants, and location of meetings in accordance with instructions from supervisory personnel

(OMN funding)

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6.0.4 CONTRACT PROGRAM MANAGEMENT

Provide program management services in accordance with the basic contract. This support shall include the assignment of a Contract Program Manager who shall be responsible for identifying, qualifying, assigning, and scheduling qualified support personnel, tracking/reporting on performance, & tracking/reporting on funding.

(OMN funding)

6.0.5 GOVERNMENT FURNISHED INFORMATION (GFI)

Upon request the Contracting Officers Representative (COR) will make available copies of the technical documentation relating to tasks. All Government Furnished Information (GFI) will be available to the contractor no later than five days after the initiation of specific Sub-Task elements. Contractor shall return all GFI to the COR no later than 15 days after completion of specific Sub-Task elements.

(OMN funding)

7.0 GOVERNMENT FURNISHED MATERIAL (GFM) - Not Applicable

8.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

Contractor personnel supporting NAVFIG are provided desks, workstations, chairs, phone sets, computers and printers.

9.0 CONTRACTOR ACQUIRED EQUIPMENT (CAE) Not Applicable

10.0 CONTRACTOR ACQUIRED MATERIAL (CAM) Not Applicable

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11.0 TRAVEL

Travel required to accomplish tasks in section 6.0 is as follows:

# Trips	# People	# Days/Nights	From (Location)	To (Location)	Attending
2	1 Person	4 days	Charleston SC	Washington DC	
2	1 Person	5 days	Charleston SC	Oklahoma City, OK	
1	7 People	3 days	Charleston SC	TBD	Leadership
					Continuum

Trip Reports are required if travel is completed. (CDRL # 0002)

11.1 TRANSPORTATION OF EQUIPMENT/MATERIAL Not – applicable

12.0 DATA DELIVERABLES

Deliverables under this task shall be as noted in the following chart: CDRLS 0001-0014

#	Deliverable	Due Date	Recipient	Specifications	CDRL #
1	Contractor Manpower Reporting	Monthly	COR	N/A	0001
2	Trip Reports	As Required	COR	N/A	0002
	Develop TERPS Products as needed by				
3	U.S.Navy	As Required	COR	N/A	0003
4	Conduct review of procedures	As Required	COR	N/A	0004
	Evaluate Host Nation and Jeppesen				
5	Procedures	As Required	COR	N/A	0005
6	Install project specific software	As Required	COR	N/A	0006
	Troubleshoot software and hardware				
7	issues	As Required	COR	N/A	0007
	Respond to, report, and assist in IT				
8	issues	As Required	COR	N/A	0008
9	Annual TERPS Report	By 15 January of CY	COR	N/A	0009
10	Status Reports	Weekly	COR	N/A	0010
11	Develop point/topic/research papers	As Required	COR	N/A	0011
12	Prepare TERPS presentations/briefings	As Required	COR	N/A	0012

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I		Develop/Coordina	ata conforanco	1	I	1		1 1
	13	support		As Required	COR	N/A		0013
	13	support		As Required	CON	N/A		0013
	14	Instrument Proce	dure Coding	As Required	COR	N/A		0014

13.0 SUBCONTACTING REQUIREMENTS Approved Subcontractor: CSSI

14.0 ACCEPTANCE PLAN

The contractor shall obtain acceptance from the COR or their designated representative that all work conforms to all specified requirements, is satisfactory to the Government. Contractor shall be rated on Quality Assurance Surveillance Plan items identified on Attachment 1: QASP

15.0 OTHER CONDITIONS/REQUIREMENTS – Not Applicable

16.0 ANNUAL TRAINING REQUIREMENTS

TERPS criteria is extremely dynamic, FPS's and AIS's are required to stay proficient on current criteria not only in the United States but worldwide. Contractor shall allow for PANSOPS training for 1 person and RNAV training for 2 people annually approved by the government.

17.0 ESCORT FUNCTIONS

Contractors authorized to perform escort functions within a specific Controlled Area will have project work within that specific area and will be identified by name on the access lists posted by the access door to the area.

17.1 SPACE ALLOCATION AND BUILDING MAINTENANCE

The Government will provide space suitable for performance of this Tasking Order. Unless otherwise specified in the Tasking Order, the Government will be responsible for building and grounds maintenance. The Contractor is responsible for maintaining assigned equipment and facilities in a neat, clean and orderly condition.

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17.2 RELATED PUBLICATIONS

Related publications will be provided as required.

17.3 OVERTIME

As required

17.4 ACCESS TO SPAWAR SYSTEMS

Contractor is required to have access to the following software applications manned by SPAWAR ATLANTIC: COG

18.0PERSONNEL

18.1 The contractor shall assign to this contract those key personnel listed in Para18.2. Approval of individuals into key personnel positions shall meet the below listed requirements. No substitutions shall be made except in accordance with this requirement.

18.2 The contractor agrees that during the first 90 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by Para 18.3 After the initial 90 day period, all proposed substitutions shall be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by Para 18.3.

18.3 All requests for approval of substitutions and additions under this contract shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution or

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addition. The contractor shall provide a complete résumé for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution/addition. All substitutions proposed during the duration of this contract shall have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

18.4 No Key Personnel

19.0 LIST OF ATTACHMENTS:

Quality Assurance Surveillance Plan (QASP)

CDRLs (DD1423)

DD-254

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C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

C-313 SECURITY REQUIREMENTS (DEC 1999)

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The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 [Contracting officer insert attachment number] involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in

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use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

__36 C.F.R. § 1194.21 (Software Applications and operating systems

___36 C.F.R. § 1194.22 (Web-based and internet information and applications)

___36 C.F.R. § 1194.23 (Telecommunications products)

___36 C.F.R. § 1194.24 (Video and multimedia products)

___36 C.F.R. § 1194.25 (Self contained, closed products)

__36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

(End of specification)

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

_____ The EIT to be provided under this contract has been designated as a National Security System.

_____ The EIT acquired by the contractor is incidental to this contract.

_____ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

_____ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

_____ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

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(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	5/10/2013 - 5/9/2014
4001	5/10/2014 - 5/9/2015
4002	5/10/2015 - 5/9/2016
4003	5/9/2016 - 11/9/2016
6000	5/10/2013 - 5/9/2014
6001	5/10/2014 - 5/9/2015
6002	5/10/2015 - 5/9/2016
6003	5/9/2016 - 11/9/2016

CLIN - DELIVERIES OR PERFORMANCE

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

4000	5/10/2013 - 5/9/2014
4001	5/10/2014 - 5/9/2015
4002	5/10/2015 - 5/9/2016
4003	5/9/2016 - 11/9/2016
6000	5/10/2013 - 5/9/2014
6001	5/10/2014 - 5/9/2015
6002	5/10/2015 - 5/9/2016
6003	5/9/2016 - 11/9/2016

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

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative Daniel E Lehman Deputy Head, Naval Flight Information Group SPAWARSYSCEN, Atlantic Code 525E0 (843)218-5282

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <u>https://wawf.eb.mil</u>. Vendor training is available on the internet at <u>https://wawftraining.eb.mil</u>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S1103A DCMA ATLANTA
DCAA Auditor	Code HAA110 DCAA ATLANTA
Service Approver	Code S1103A DCMA ATLANTA
Pay by	Code HQ0338 DFAS COLUMBUS, SOUTH ENTITLEMENT OPS

Pursuant to the requirement at DFARS PGI 204.7108, Payment Instructions (d) (12) none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, 252.204-0001 thru 0011 cannot be applied due to the nature of SEAPORT ORDER and that each ACRN is applicable to each CLIN and the sequence of work cannot be predicted in advance. The Payment instructions below provide a significantly better reflection of how funds will be expended in support of contract performance.

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CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robin Rourk Code: 01SOO Address: PO Box 190022, N. Charleston, SC 29419 Phone: (843) 218-5115 Email: robin.rourk@navy.mil Accounting Data SLINID PR Number Amount _____ 400001 1300340808 50000.00 LLA : AA 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 NWA/BS: BS-213000.OTHCON2ISEAAZ BASE Funding 50000.00 Cumulative Funding 50000.00 MOD 01 400002 1300340808-0001 322889.00 LLA : AC 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213000.OTHCON2ISEAAZ ACRN AB: Labor for PWS PR: 1300340808-0001 DOC:BS-213000.OTHCON2ISEAAZ 600001 1300340808-0001 20000.00 LLA : AB 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213000.OTHCON2ISEAAZ ACRN AB: ODC for PWS PR: 1300340808-0001 DOC:BS-213000.OTHCON2ISEAAZ COST CODE: A00001658052 MOD 01 Funding 342889.00 Cumulative Funding 392889.00 MOD 02 400003 1300340808-0002 105611.00 LLA : AC 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213000.OTHCON2ISEAAZ ACRN AC PR: 1300340808-0002 JON: BS-213000.OTHCON2ISEAAZ

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MOD 02 Funding 105611.00 Cumulative Funding 498500.00 MOD 03 400003 1300340808-0002 (5175.00) LLA : AC 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213000.OTHCON2ISEAAZ ACRN AC PR: 1300340808-0002 JON: BS-213000.OTHCON2ISEAAZ 600002 1300340808-0002 5000.00 LLA : AC 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213000.OTHCON2ISEAAZ ACRN AC PR: 1300340808-0002 JON: BS-213000.OTHCON2ISEAAZ MOD 03 Funding -175.00 Cumulative Funding 498325.00 MOD 04 400004 1300383541-0002 302417.00 LLA : AD 1741804 4A4A 257 00019 0 050120 2D 000000 A00001968025 BS# BS-213001.OTHCON2ISEAAZ MOD 04 Funding 302417.00 Cumulative Funding 800742.00 MOD 05 400004 1300383541-0002 112000.00 LLA : AD 1741804 4A4A 257 00019 0 050120 2D 000000 A00001968025 BS# BS-213001.OTHCON2ISEAAZ MOD 05 Funding 112000.00 Cumulative Funding 912742.00 MOD 06 400004 1300383541-0002 339738.00 LLA : AD 1741804 4A4A 257 00019 0 050120 2D 000000 A00001968025 BS# BS-213001.OTHCON2ISEAAZ MOD 06 Funding 339738.00 Cumulative Funding 1252480.00 MOD 07 400101 1300383541-0003 584000.00 LLA : AE 1741804 4A4A 257 00019 0 050120 2D 000000 A00001968025 600101 1300383541-0003 16000.00 LLA : AE 1741804 4A4A 257 00019 0 050120 2D 000000 A00001968025

MOD 07 Funding 600000.00 Cumulative Funding 1852480.00

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MOD 08

400102 1300460381 331000.00 LLA : AH 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691 Standard Number: N/A Standard Number: N/A ACRN AH: INCR FUND PR#: 1300460381 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ 600102 1300460381 5000.00 LLA : AH 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691 A00002572691 Standard Number: N/A Standard Number: N/A PR#: 1300460381 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ MOD 08 Funding 336000.00 Cumulative Funding 2188480.00 MOD 08 Funding 336000.00 Cumulative Funding 2188480.00 MOD 09 400102 178000.00 1300460381 LLA : AH 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691 Standard Number: N/A Standard Number: N/A ACRN AH: INCR FUND PR#: 1300460381 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ 600103 1300460381 15000.00 LLA : AF 1731804 4A4A 252 00019 0 050120 2D 000000 A00001658052 Standard Number: BS-213001.OTHCON2IS PR: 1300460381 ACRN: AC COST CODE: A00002572691 JON: BS-213001.OTHCON2IS MOD 09 Funding 193000.00 Cumulative Funding 2381480.00 MOD 10 400201 130046038100003 285000.00 LLA : AJ 1751804 4A4A252 00019 0 050120 2D 000000 A00002572691 Standard Number: N/A ACRN AJ: INCR FUND PR#: 1300460381-0002 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ 600201 15000.00 130046038100003 LLA : AJ 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691 Standard Number: N/A

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ACRN: AJ PR#: 1300460381-0002 PROJECT NUMBER: DR-634351.3 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEAAZ MOD 10 Funding 300000.00 Cumulative Funding 2681480.00 MOD 11 400202 130046038100004 484269.72 LLA : AJ 1751804 4A4A 252 00019 0 050120 2D 000000 A00002572691 Standard Number: N/A ACRN AJ: INCR FUND PR#: 1300460381-0003 PROJECT NUMBER: DR-634351.5 COST CODE: A00002572691 JON: BS-213001.OTHCON2ISEA1Z MOD 11 Funding 484269.72 Cumulative Funding 3165749.72 MOD 12 130053262200001 260000.00 400203 LLA : AK 1761804 4A4A 251 00019 0 050120 2D 000000 A00003127500 ACRN: AK PR: 1300532622 NWA: BS-213001.OTHCON2ISEAAZ Funds Expiration: 09/30/2016 600202 130053262200001 15000.00 LLA : AK 1761804 4A4A 251 00019 0 050120 2D 000000 A00003127500 ACRN: AK PR: 1300532622 NWA: BS-213001.OTHCON2ISEAAZ Funds Expiration: 09/30/2016 MOD 12 Funding 275000.00 Cumulative Funding 3440749.72 MOD 13 597402.96 400301 1300532622 LLA : AL 1761804 4A4A 251 00019 0 050120 2D 000000 A00003127500 NWA: BS-213001.OTHCON2ISEAA2Z This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410(a). the period of performance is 6 months. The start date is 5/09/2016 and the end date is 11/09/2016. 600301 1300532622 5000.00 LLA : AL 1761804 4A4A 251 00019 0 050120 2D 000000 A00003127500 NWA BS-213001.OTHCON ODCs for CLIN 4003 This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410(a). the period of performance is 6 months. The start date is 5/09/2016 and the end date is 11/09/2016.

MOD 13 Funding 602402.96 Cumulative Funding 4043152.68

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.
- (b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(ii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel

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regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

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(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

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In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other

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relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(1) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

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SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

CDRLs

DD254

Personnel Qualifications

QASP