

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
073. EFFECTIVE DATE
15-Feb-20184. REQUISITION/PURCHASE REQ. NO.
25114PP5725. PROJECT NO. (If applicable)
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CODE

S2404A

NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
[REDACTED]DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

GVI INC
4615 Pleasant Ave Ste B
Norfolk VA 23518-1902

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-6066-M801

10B. DATED (SEE ITEM 13)

01-Aug-2015

CAGE CODE
1NPX3

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

[]

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

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

[X] D. OTHER (Specify type of modification and authority)
FAR 43.103(a)E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

[REDACTED]
(Signature of person authorized to sign)

14-Feb-2018

BY [REDACTED]
(Signature of Contracting Officer)

15-Feb-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

1. Delete existing Wage Determination rate documents; Attachments 5 and 6 (revised 12/22/2014)
2. Upload updated Wage Determination rate documents; Attachments 5 (Revision No. 7; 1/10/2018) and 6 (Revision No. 6; 1/10/2018)

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby [REDACTED] [REDACTED].

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
7000	R706	Base Period: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.1 and 5.2, and CDRLs. (APN)	█	█	█	█	█
700001	R706	Funding in support of CLIN 7000 (APN)					
700002	R706	Funding in support of CLIN 7000 (APN)					
7001	R706	Base Period: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with the PBSOW, Paragraphs 5.3 and 5.4, and CDRLs. (OPN)	█	█	█	█	█
700101	R706	Funding in support of CLIN 7001 (OPN)					
7002	R706	Base Period: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Italian Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
700201	R706	Funding in support of CLIN 7002 (Fund Type - OTHER)					
7003	R706	Base Period: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Spanish Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
700301	R706	Funding in support of CLIN 7003 (Fund Type - OTHER)					

For Cost Type / NSP Items

7004	Data for 7000 Series CLINS NSP	█	█	█
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R706	Option Period 1: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.1 and 5.2, and CDRLs. (APN)	█	█	█	█	█
710001	R706	Funding in support of CLIN 7100 (APN)					
7101	R706	Option Period 1: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with the PBSOW, Paragraphs 5.3 and 5.4, and CDRLs. (OPN)	█	█	█	█	█
710101	R706	Funding in support of CLIN 7101 (OPN)					
7102	R706	Option Period 1: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Italian Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
710201	R706	Funding in support of CLIN 7102 (Fund Type - OTHER)					
7103	R706	Option Period 1: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Spanish Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
710301	R706	Funding in support of CLIN 7103 (Fund Type - OTHER)					

For Cost Type / NSP Items

7104	Data for 7100 Series CLINS NSP	█	█	█
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R706	Option Period 2: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.1 and 5.2, and	█	█	█	█	█

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		CDRLs. (APN)					
720001	R706	Funding in the Support of CLIN 7200 (APN)					
7201	R706	Option Period 2: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with the PBSOW, Paragraphs 5.3 and 5.4, and CDRLs. (OPN)	█	█	█	█	█
720101	R706	Funding in support of CLIN 7201 (OPN)					
7202	R706	Option Period 2: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Italian Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
720201	R706	Funding in support of CLIN 7202. (Fund Type - OTHER)					
7203	R706	Option Period 2: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Spanish Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
720301	R706	Funding in the support of CLIN 7203. (Fund Type - OTHER)					

For Cost Type / NSP Items

7204		Data for 7200 Series CLINS NSP				█	█	█
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R706	Option Period 3: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.1 and 5.2, and CDRLs. (APN)	█	█	█	█	█
		Option					
7301	R706	Option Period 3: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with	█	█	█	█	█

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		the PBSOW, Paragraphs 5.3 and 5.4, and CDRLs. (OPN)					
		Option					
7302	R706	Option Period 3: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Italian Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
		Option					
7303	R706	Option Period 3: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Spanish Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
		Option					

For Cost Type / NSP Items

7304		Data for 7300 Series CLINS NSP				█	█	█
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R706	Option Period 4: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.1 and 5.2, and CDRLs. (APN)	█	█	█	█	█
		Option					
7401	R706	Option Period 4: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the PBSOW, Paragraphs 5.3 and 5.4, and CDRLs. (OPN)	█	█	█	█	█.84
		Option					
7402	R706	Option Period 4: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Italian Navy). See attached special instructions for invoicing. (Fund Type - OTHER)	█	█	█	█	█
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7403	R706	Option Period 4: Logistics Support Services for the ISS Joint Project Office (JPO) in accordance with the PBSOW, Paragraphs 5.5 and 5.6, and CDRLs (Spanish Navy). See attached special instructions for invoicing. (Fund Type - OTHER)					
		Option					

For Cost Type / NSP Items

7404		Data for 7400 Series CLINS NSP					
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	Travel in support of CLINs 7000, 7001, 7002 and 7003. (APN)			
900001	R706	Funding in support of CLIN 9000 (APN)			
900002	R706	Funding in support of CLIN 9000 (APN)			
9001	R706	Material in support of CLINs 7000, 7001, 7002 and 7003. (APN)			
900101	R706	Funding in support of CLIN 9001 (APN)			
9002	R706	Base Period: NMCI in support of CLINs 7000, 7001, 7002 and 7003. (APN)			
900201	R706	Funding in support of CLIN 9002 (APN)			
9100	R706	Option Period 1: Travel in support of CLINS 7100, 7101, 7102 and 7103. (APN)			
910001	R706	Funding in support of CLIN (APN)			
9101	R706	Option Period 1: Material in support of CLINS 7100, 7101, 7102 and 7103. (APN)			
910101	R706	Funding in support of CLIN 9101 (APN)			
9102	R706	Reserved (APN)			
		Option			
9200	R706	Option Period 2: Travel in support of CLINS 7200, 7201, 7202 and 7203. (APN)			
920001	R706	Funding in the support of CLIN 9200 (APN)			
9201	R706	Option Period 2: Material in support of CLINS 7200, 7201, 7202 and 7203. (APN)			
920101	R706	Funding in the support of CLIN 9201 (APN)			
9202	R706	Reserved (APN)			
		Option			
9300	R706	Option Period 3: Travel in support of CLINS 7300, 7301, 7302 and 7303. (APN)			
		Option			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9301	R706	Option Period 3: Material in support of CLINs 7300, 7301, 7302 and 7303. (APN) Option	■	■	■
9302	R706	Reserved (APN) Option	■	■	■
9400	R706	Option Period 4: Travel in support of CLINs 7400, 7401, 7402 and 7403. (APN) Option	■	■	■
9401	R706	Option Period 4: Material in support of CLINs 7400, 7401, 7402 and 7403. (APN) Option	■	■	■
9402	R706	Reserved (APN) Option	■	■	■

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

The Naval Air Systems Command's (NAVAIR's) Interim Supply Support (ISS) Program is comprised of the work required for the inventory management of all NAVAIR specific, pre-Material Support Date (MSD) "0" COG spares. This program is a portion of the procurement funded Repair of Repairables (RoR) program.

2.0 BACKGROUND

ISS is designed to be an inventory control system that allows the use of standard Navy supply procedures and databases to manage interim support material. ISS procedures are used to support Government furnished equipment or systems, Contractor furnished equipment or systems, and any other equipment or systems acquired by the Hardware Systems Commands (HSCs). Material procured during this period supports Fleet operations from the initial aircraft, engine or equipment delivery until transition to full Government support at Material Support Date (MSD). Fleet Supply Officers are accountable for all ISS assets stocked at their activity.

ISS assets and allowances are carried on both the Fleet Relational Supply (R-Supply) and Navy Enterprise Resource Planning (Navy-ERP) databases and the Naval Supply Systems Command (NAVSUP) Weapons Supply Support (WSS) Material Data File (MDF). This provides the Fleet the capability to determine their allowed requisitioning quantity and for WSS to issue material automatically and manage backorders. Standard Transaction Item Reporting (TIRs) and Carcass Tracking are used to report and account for ISS material. Most of the ISS inventory is stocked at the two ISS warehouses (Beaufort, SC and North Island, CA); therefore, most Fleet requisitions are referred from the MDF to the ISS Oversight Center, who advises the appropriate warehouse to ship the material. The Oversight Center also maintains currency of the Interim Support Items List (ISIL) Header File, which lists all of the airborne and support equipment systems managed under ISS. Asset management is the responsibility of the Integrated Weapon Support Team (IWST) and Supply Support Logistics Element Manager (LEM). The primary data used in the ISS process is the Original Equipment Manufacturers (OEM) recommended list of spares and/or repair parts to support the system during the interim supply support period. This list is tailored to reflect capabilities and utilization rates experienced by the fleet as they remove and replace components during the ISS period. Naval Aviation uses the term ISIL, to identify the OEMs recommended ISS requirements. Using this list, an Interim Support Allowance Listing (ISAL) is built by the LEM, to be used by the Fleet until the full spares provisioning process is completed at MSD. Actual computations using approved Navy models are completed to identify required Retail and Wholesale level spares during the ISS period. This information is then loaded to the R-SUPPLY/Naval Aviation Logistics Command/Management Information System (NALCOMIS) databases and local commands.

3.0 SCOPE OF WORK:

This Performance Work Statement describes the requirements to perform Oversight and Warehouse Management activities within the NAVAIR ISS program. The contractor shall provide ISS Oversight and Warehouse Management services to support the fleet. ISS qualified materials include pre-MSD, "0" COG ISS spares allowances, Not Ready For Issue (NRFI) returns from the fleet, and the Ready For Issue (RFI) returns from OEM repair facilities. The ISS warehouses shall not accept, store or manage explosive, hazardous and classified material.

There are two ISS warehouses: North Island, CA on the West coast and Beaufort, SC on the East coast which provide dedicated storage and management of an ISS inventory currently consisting of over 4,500 different National Stock Numbers (NSNs). This inventory has a \$332 million dollar wholesale inventory value. In addition, fleet activities hold authorized retail ISS assets at their ashore or afloat activities. The

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ISS Oversight Center (OC) continues to provide daily Transaction Item Reporting of this inventory to NAVSUP-WSS and customer support to both the ISS LEMs and the Fleet. The Oversight Center is a contractor operated facility; the two ISS warehouses are Government owned, Contractor operated facilities. WSS Philadelphia and Type Commanders (TYCOM)/fleet activities have full access to ISS inventory via the Navy ERP database.

4.0 APPLICABLE DOCUMENTS

- o DoDINST 5000.02 Operation of Defense Acquisition System
- o DODI 5000.64 Accountability and Management of DoD equipment and Other Accountable Property
- o DoDINST 4140.1R Department of Defense Supply Chain Materiel Management Regulations
- o SECNAVINST 5000.2D, Implementation and Operation of the Defense Acquisition System and the JCIDS
- o NAVSUPINST 4400.93A, Interim Supply Support for Weapon Systems and Equipment
- o NAVICPINST 4400.18D, Interim Supply Support for Aviation Weapon Systems and Support Equipment
- o SECNAV INSTRUCTION 4440.33, Sponsor-Owned Material, Government-Owned Material And Plant And Project Stock Management
- o NAVSUP P-723 Inventory Integrity Procedures
- o NAVSUP P-485 Ashore Supply Procedures
- o Defense Transportation Regulations (DTR) 4500.9 PT II Cargo Movement
- o NAVSUP P-700 Common Naval Packaging
- o MIL-STD-2073.1E Department of Defense Standard Practice for Military Packaging
- o Navy Standard Operating Procedures for the Contractor Verification System (CVS) to include the Logical Access Credentials for Department of the Navy (DON) Volunteers (Pilot Program)
- o NAVICPINST 4400.15F Transition From Interim Support to Government Support For Aviation Weapons and Support Equipment

5.0 PERFORMANCE REQUIREMENTS:

5.1 Program Management (APN)

The contractor shall perform the following program management tasks for the ISS program:

- 5.1.1 Conduct a Program Management Review (PMR) to be held within 180 days after task order award. For all option periods, one (1) PMR shall be held within 180 days after exercise of the option.
- 5.1.2 Record and provide PMR minutes to the Government not later than three (3) working days after the meeting. **(CDRL A004)**
- 5.1.3 Participate in a recurring Government – led ISS Bi-Weekly Teleconference. Participation shall include providing to the Government updates on: task status, issue resolution, agenda items, and ISS activities. The attendees will be AIR 6.8.3.3, NAVSUP LEM(s), the ISS Contractor, and other agencies.
- 5.1.4 Provide the following monthly reports:
 - 5.1.4.1 Monthly progress, status, management report **(CDRL-A001)**
 - 5.1.4.2 Funds and Labor Hour Expenditure report. **(CDRL-A002)**
- 5.1.5 Reserved.
- 5.1.6 Accompany Government personnel to conduct site surveys at prospective/incoming ISS transitioning programs as operational requirements are identified. There is no known frequency to these requirements. Attend ISS/Warehouse planning/transition events to serve as the warehousing subject matter expert. Decisions during those meetings will be rendered by AIR 6.8.3.3 Government personnel. If the Contractor attends without an AIR 6.8.3.3 Government representative, the Contractor shall produce minutes and provide to the Government. **(CDRL-A005)**
- 5.1.7 Create material management and inventory procedures and plan a schedule for the conduct of such procedures in accordance with NAVSUP P-485 and NAVSUP P-723 within Navy ERP. **(CDRL-A011)**

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5.1.8 Ensure that all materials for shipment are packaged in accordance with NAVSUPINST P-700 and best commercial practices. The contractor shall contact the cognizant LEMs for instructions.

5.1.9 The Contractor shall have the following Standard Operating Procedures (SOP) current and available for all employees:

5.1.9.1 Customer service procedures (to include Philadelphia liaison duties, warehouses, ISS-OC, Navy ERP) **(CDRL-A006)**

5.1.9.2 ISIL/ISAL Support (to include Header Files) **(CDRL-A007)**

5.1.9.3 Physical Inventory Management Plans and Procedures **(CDRL-A008)**

5.1.9.4 Special Projects/JPO Management **(CDRL-A009)**

5.1.10 ISS Oversight Center Duties and Responsibilities. The Contractor shall perform the following ISS Oversight duties:

5.1.10.1 Consolidate, Update, and Maintain Interim Supply Item List (ISIL) and Interim Support Allowance List (ISAL)

5.1.10.2 Produce ISIL Header Files for ISS programs customers using Government provided pre-formatted data file. (Attachment 9 of Section J).

5.1.10.3 Conduct ISS surveillance utilizing Enterprise Resource Program (ERP) to ensure compliance with applicable directives provided on 4.0 (Applicable Documents) and established allowances on ISAL.

5.1.10.4 Monitor and maintain status for all ISS related ERP Heat tickets. Produce Heat Tickets when any issues arise when using NERP supply / warehousing module to perform tasking.

5.1.10.5 Provide ISS ISIL catalog information to NAVSUP WSS-Philadelphia, PA and Naval Air Systems Command representatives in order to facilitate ISAL development.

5.1.10.6 Review the Navy ERP's daily material pick list, validate requirements with ISAL and have the requisition filled and material redistribution order passed through Navy ERP from the WSS-Philadelphia LEM for Fleet issue, repair and return induction notices associated with the Aircraft Procurement Navy (APN-6) RoR program.

5.1.10.7 Communicate with the cognizant WSS LEM for confirmation and guidance upon receipt of a fleet requisition within Navy ERP for items on a restricted ISIL. The NAVSUP LEM will issue authorization for guidance after verification. For unrestricted ISIL items, follow normal business practices in accordance with policies on Applicable Documents.

5.1.11 NAVSUP WSS Liaison Duties and Responsibilities:

5.1.11.1 Interface with Naval Supply Systems and Weapons Systems Support personnel in order to rectify ISIL/ISAL issues ensuring ISS services are within established guidelines. See pertinent applicable documents paragraph 4.0.

5.1.11.2 Facilitate the development of Interim-National Item Control Numbers and ISIL and ISAL as related to ISS materials.

5.1.11.3 Plan, execute and transition all "0" COG material from NAVAIR ISS Warehouses to a NAVSUP wholesale and/or retail warehouse at MSD as directed by the cognizant LEMs. Material shall be moved out of ISS warehouses no later than 90 days after MSD.

5.1.11.4 Attend ISS/MSD Transition conferences in accordance with NAVICP 4400.15F instruction and provide any feedback to the oversight center pertaining to material that is still in the warehouse that will need to be transitioned to a stock point.

5.1.11.5 Coordinate with the cognizant LEM on disposition of frustrated stock, obsolete, or excess materials for transfer to other stock points or to the Defense Reutilization Management Services (DRMS).

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5.1.11.6 Serve as a facilitator for effective communications between the ISS Oversight Center/Warehouse personnel and NAVSUP-WSS Philadelphia personnel for special requirements affecting fleet readiness and NAVAIRs Supply Chain Requirements.

5.2 Warehouse Management Within the Navy ERP Environment (APN)

The contractor shall perform the following warehouse tasks for the ISS program:

- 5.2.1 Receive, stow, issue, dispose, pack, and transport/ship materials and equipment at Government sponsored ISS warehouse operations for qualified ISS materials in a Navy ERP environment. Government ISS warehouses are operated out of East Coast and West Coast receiving and shipping sites.
- 5.2.2 Review the Navy ERP's daily material pick list, fill all validated requisition and material redistribution order passed through Navy ERP from the WSS-Philadelphia LEM for Fleet issue, repair and return induction notices associated with the Aircraft Procurement Navy (APN-6) Repair of Repairable (RoR) program.
- 5.2.3 Conduct all scheduled and un-scheduled location audits and material inventory within Navy ERP functionality in accordance with DODI 5000.64, NAVSUP P-485 and NAVSUP P-723.
- 5.2.4 Submit ERP Heat Tickets for all Navy ERP issues encountered in attempting to use NERP supply / warehousing module to perform tasking through Navy ERP Help Desk website: <https://helpdesk.erp.navy.mil/> or (██████████)
- 5.2.5 Comply with all Occupational Safety and Health Administration (OSHA) regulations and directives, specific host command safety regulations, directives, policy statements, current material handling safety requirements per host command and safety SOPs during performance of this task order.
- 5.2.6 Ship all material via traceable means using proper Transportation Account Code (TAC) or as an Other Direct Cost (ODC). TAC Code is used for normal shipping.
- 5.2.7 Maintain historical issue/shipping document files for the duration of this task order. Provide copies of this applicable documentation to authorized ISS customers and/or Government representatives upon request.
- 5.2.8 Monitor and respond to discrepancy report queries and provide disposition status to the customers and cognizant WSS LEMs.
- 5.2.9 Ensure that materials for shipment are packaged in accordance with NAVSUPINST P-700 and best commercial practices. The contractor shall contact the cognizant LEM for special instructions.
- 5.2.10 Conduct causative research on material that is not identified in the supply system (frustrated stock) including part number, stock number information and cross check as required. Coordinate with the NAVSUP WSS Liaison on disposition of frustrated stock material.

5.3 Program Management (OPN)

The contractor shall perform the following program management tasks for the ALSS program:

- 5.3.1 Provide the following monthly reports:
 - 5.3.4.1 Funds and Labor Hour Expenditure report. **(CDRL-A002)**
- 5.3.2 Reserved.
- 5.3.3 Abide by all Government and DoD regulations regarding the promulgation and use of proprietary information. The Government retains ownership rights to all records, Aviation Life Support Systems (ALSS) products, and supporting documentation produced in the course of this task. All documentation developed or acquired by the contractor in support of this project, and any modifications thereto, remain the property of the Government.
- 5.3.4 ISS Oversight Center Duties and Responsibilities. The Contractor shall perform the following ISS Oversight duties:
 - 5.3.4.1 Operate a special project stock effort for ALSS program. The material shall be stored within existing ISS warehouse spaces. The Contractor shall maintain the Authorized User List (AUL) and will release material per directions from Commander, Naval Air Forces (CNAF). The Contractor shall report the status to the cognizant Program Management Office.

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5.4 Warehouse Management within the Navy ERP Environment (OPN)

The contractor shall perform the following warehouse tasks for the ALSS program:

5.4.1 Receive, stow, issue, dispose, pack, and transport/ship materials and equipment at Government sponsored ISS warehouse operations for qualified ALSS materials in a Navy ERP environment.

5.4.2 Review the Navy ERP's daily material pick list, fill all validated requisition and material redistribution order passed through Navy ERP for Fleet issue, repair and return induction notices associated with the Special Project stock program.

5.4.3 Comply with all Occupational Safety and Health Administration (OSHA) regulations and directives, specific host command safety regulations, directives, policy statements, current material handling safety requirements per host command and using hosts commands' safety Standard Operating Procedures (SOPs).

5.4.4 Maintain historical issue/shipping document files for the duration of this task order. Provide copies of this applicable documentation to authorized ISS customers and/or Government representatives upon request.

5.5 Program Management (JPO)

The contractor shall perform the following program management tasks for the JPO program:

5.5.1 Provide the following monthly reports:

5.5.1.2 Funds and Labor Hour Expenditure report. **(CDRL-A002)**

5.5.2 Reserved.

5.5.3 Abide by all Government and DoD regulations regarding the promulgation and use of proprietary information. The Government retains ownership rights to records, Joint Program Office (JPO) products, and supporting documentation produced in the course of this task. All documentation developed or acquired by the contractor in support of this project, and any modifications thereto, remain the property of the Government.

5.5.4 ISS Oversight Center Duties and Responsibilities: The Contractor shall perform the following ISS Oversight duties:

5.5.4.1 Operate special project effort Joint Project Office (JPO) activities. The material shall be stored within existing ISS warehouse spaces. The Contractor shall maintain the Authorized User List (AUL) and report the status to the Joint Program Office.

5.6 Warehouse Management within the Navy ERP Environment (JPO)

The contractor shall perform the following warehouse tasks for the JPO program:

5.6.1 Receive, stow and issue JPO material to authorized Naval Activities as directed by the cognizant Program Management Offices. Maintain inventory control, receive and track repairable material within electronic Retrograde Management System (eRMS), Aviation Naval Italy (AVNAVIT) and Spanish databases and the JPO Asset Management System. Provide weekly (Italy) and monthly (Spanish) status and inventory reports directly to user activities.

5.6.2 Maintain historical issue/shipping document files for the duration of this task order. Provide copies of this applicable documentation to authorized JPO customers and/or Government representatives upon request.

5.7 Minimum Personnel Requirements

5.7.1 The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

5.7.2 The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed in

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Section L-3, Paragraph 2.2.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

5.7.3 Completion of FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NAC-I) to the Office of Personnel Management, or a DoD-determined equivalent investigation is required for all personnel.

5.7.4 The Contractor shall forward all personnel information to the Government Competency Designated Role Administrator (CDRA) for role-mapping of Contractor personnel to the pre-determined Navy ERP roles. All Contractor personnel will be required to complete web-based and instructor led training within 90 days after Navy ERP role activation. Required instructor-led training will be provided by the Government at no cost to the Contractor.

5.7.5 DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

5.7.5.1 academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

5.7.5.2 accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

5.7.5.3 accredited program - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

5.7.5.4 degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

5.7.5.5 engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

5.7.5.6 experience and years of experience - when used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

5.7.5.6.1 When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in

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other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

5.7.5.7 postgraduate degree - a master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

5.7.5.8 technical discipline – when used in relation to educational or work experience requirements, “technical discipline” shall mean a degree in the field of Mathematics or Sciences.

5.7.5.9 technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

5.8 Labor Category Minimum Qualifications

Key labor categories are denoted with an *

*** PROGRAM MANAGER** - Acts as the overall lead, manager and administrator for the contracted effort in support of aircraft subsystems, ACAT III-IV programs or AAPs. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

BS or BA degree in Business Administration or other "Relevant Technical Discipline". An AS or AA degree and an additional four (4) years of experience may be substituted for a BA/BS or an additional eight (8) years of experience may be substituted for a BA/BS.

At least six (6) years of professional experience in the Defense acquisition, and three (3) years of experience in support of Navy Acquisition management. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

***OPERATIONS LOGISTICS MANAGER, SENIOR** - Provides guidance and supervision for logistics managers in performing logistics planning and management functions in support of in-service aircraft, weapon systems, training, or SE programs. Reviews recommended changes from fleet and other activities, Engineering Change Proposals (ECPs), Site Activation Schedules, Weapon Systems Planning Documents, Navy Training Plans, Production Training and Support Equipment schedules and independent technical investigations. Provide support and participate in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Integrated Product Team (IPT), Maintenance Engineering

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/Logistics reviews and other technical and logistics meetings. Manages the efforts of junior logistics personnel. Prepare lessons learned for process improvement for new acquisition programs. This labor category shall perform various tasks related to the development of detailed business processes such as LRFS, CAVITS, PBL Strategies, Issue Sheets, LECP, CILR, Degraders, CPFH management, and PSM implementation. In addition, individual will be responsible for the performance of various tasks related to the development of cost and trend analysis to defend logistics planning with respect to logistics footprint across the platform, provisioning of spares, depot and squadron standup as well as reduction of total ownership cost (RTOC) to include development of BCAs to support program decisions."

BS or BA degree. ALLOWABLE SUBSTITUTION: An additional five (5) years of recent relevant experience can be substituted for a BS or BA degree. A MS or MA degree or designation as a Certified Professional Logistician (CPL) from the International Society of Logistics (SOLE) can be substituted for two (2) years of logistics experience.

At least ten (10) years' experience in operational logistics/maintenance engineering. Four (4) years' experience supervising and directing activities of operational technicians in the performance of comprehensive analysis across the spectrum of ILS elements during a job assignment in an Operational Command or supporting an Operational Command. Four (4) years of operational (fleet support) logistics support experience. Four (4) years of specific experience in operational logistics planning and management which demonstrates the ability to perform independent work to provide logistics planning, scheduling, execution and support system effectiveness analysis, studies and evaluations in support of DoD weapons systems and equipment.

***SENIOR ONSITE LEAD** - Serves as the overall lead manager and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and the representatives on project and contract administration issues. Oversees program/project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Manages the people, projects, resources, and product support requirements for logistic and program management activities in support of the contract to include but not limited to financial and administrative aspects of the contract.

BS or BA degree in a "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: An AS or AA degree and an additional four (4) years of experience; OR an additional eight (8) years of experience may be substituted for a BS or BA degree.

At least four (4) years of experience in operations or maintenance of systems in the field

BUSINESS SYSTEMS ANALYST, SENIOR - Provides IT strategic guidance and engineering support for major Navy and Joint clients. Serves as the Business Systems Analyst lead working with Analysts, SMEs, stakeholders to identify, develop, integrate, and transition operational concepts and potential solutions through the process of requirements definition, concept development and experimentation, analysis, and refinement. Lead architecture and systems engineering technical efforts and perform tasks, including systems analysis, process modeling, information engineering, trade-off analysis, feasibility studies, technology conceptual designs, and other special studies and analyses. Investigates, analyzes, plans, designs, develops, implements, or evaluates solutions. Leads efforts with working groups and support project teams in providing full life-cycle DoD managed service integration with related disciplines, including enterprise architecture, business process improvement, and business strategy development.

5.9 Performance Standards - This requirement is performance based. The contractor shall comply with and is subject to the Quality Assurance Surveillance Plan (QASP) - Attachment 1.

6.0 LIMITATIONS

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6.1 All digital documents and management systems shall be run exclusively on Government sponsored network & machines i.e. Navy and Marine Corps Internet. The Government retains ownership rights of records, ISS products, and supporting documentation produced in the course of this task. All documentation developed or acquired by the contractor in support of this project, and any modifications thereto, remain the property of the Government..

6.2 The contractor shall staff the four locations and provide names and CVS and SAAR-N registration forms of all personnel to the Contracting Officer Representative (COR) within one week after task order award.

6.3 Credentials:

Requires NMCI accounts/seat

o DOD certificate are required for NMCI seats/components that are not connected to the network

· Navy ERP User Account / Roles

o Requires SAAR Submission/ Approval

o Requires SYSCOM Assignment / Role Mapping (pre-deployment)

o Requires User Submission via Contracting Officer's Representative (COR) and System Approval (post deployment)

o Requires Completion of Appropriate Training (subject to SYSCOM specific standards)

· Valid DoD issued PKI Certificate—all personnel shall maintain a CAC Card.

o DOD Common Access Card (CAC) (completion of FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NAC-I) to the Office of Personnel Management, or a DoD-determined equivalent investigation are prerequisite) (required*)

* A DOD software based certificate is permitted only if the user is not eligible to receive a DOD CAC based upon current policy and relevant laws in effect at location of issue, not including those policies or laws denying access due to derogatory information discovered in the clearance process.

NOTE: The Contractor shall request and complete all required training within 90 calendar days of contract award. The Government Competency Designated Role Administrator (CDRA) will role-map Contractor personnel to these roles within ERP. All Contractor personnel will be required to complete web-based and instructor led training before the Navy ERP role is activated. Required instructor-led training will be provided by the Government at no cost to the Contractor.

6.4 Place of performance

6.4.1 Warehouse Sites:

§ North Island NAS, CA – 100% Government Site

§ Beaufort MCAS, SC – 100% Government Site

6.4.2 Non-Warehouse sites:

§ Philadelphia, PA – 100% Government Site

§ Contractor facility – 100% contractor site

6.5 The Government will conduct an annual routine surveillance of the contract and facilitate audit of supply

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chain management procedures, warehouse inventory, GFP, and contractor performance IAW this contract. Contractor shall submit to the Government a written corrective action plan addressing any discrepancy identified by the Government during annual audit. (CDRL-A010)

7.0 TRAVEL

The following table identifies the minimum expected annual travel requirements:

LOCATION	# OF TRIPS	# OF PEOPLE	# OF DAYS
Beaufort, SC	1	1	5
North Island, CA	1	1	5
Philadelphia, PA	1	2	3
Patuxent River, MD	1	2	1

The Contracting Officer's Representative (COR) will authorize all travel in advance. Travel shall be reimbursed at cost in accordance with the Joint Travel Regulations (JTR).

8.0 MATERIAL COSTS/OTHER DIRECT COSTS (ODCs)

The contractor shall provide material, equipment, services, and supplies for warehouse management. The contractor shall lease or purchase equipment, miscellaneous supplies, and services required in support of this effort. Examples would be monthly lease charges for Material Handling Equipment (MHE), dunnage, and commercial packing supplies. The COR will preauthorize all material procurements and only those material expenses having prior COR approval will be reimbursed to the contractor.

9.0 Navy and Marine Corps Internet (NMCI)

Effective 01 October 2015, the Government will provide all NMCI services; to include IT related hardware, software, and support, necessary for the performance of this contract/order. Coordination of these services is to be conducted through the COR. Disposition or transfer instructions of previously acquired NMCI assets will be provided by the PCO as appropriate.

In accordance with the requirements of NAVAIR 5252.204-9505 (System Authorization Access Request (SAAR-N) Requirements for Information Technology), the Contractor shall obtain Navy Marine Corps Intranet (NMCI) accounts to provide a Common Access Card (CAC) with a Public Key Infrastructure (PKI) Certificate to employees required to access secure Government websites and databases to perform the duties included in this SOW.

10.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

10.1 The Government will provide GFE identified in Attachment 2 within 30 days of contract award:

10.2 The Contractor shall ensure that all Government property assigned will be operated and maintained in accordance with all applicable regulations.

10.3 The Contractor shall ensure that all vehicle and Material Handling Equipment (MHE) operators are licensed and certified in accordance with applicable federal and state operator requirements

C-TXT-ECMRA

REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

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(ECMRA) INFORMATION

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

Note: All provisions and clauses of Section D of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

13RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

13RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7202	Destination	Government	Destination	Government
7203	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7302	Destination	Government	Destination	Government
7303	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government
7402	Destination	Government	Destination	Government
7403	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9201	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9301	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9401	Destination	Government	Destination	Government

* These terms shall be incorporated at the Task Order level for any ordered Items

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/1/2015 - 7/31/2016
7001	8/1/2015 - 7/31/2016
7002	8/1/2015 - 7/31/2016
7003	8/1/2015 - 7/31/2016
7100	8/1/2016 - 7/31/2017
7101	8/1/2016 - 7/31/2017
7102	8/1/2016 - 7/31/2017
7103	8/1/2016 - 7/31/2017
7200	8/1/2017 - 7/31/2018
7201	8/1/2017 - 7/31/2018
7202	8/1/2017 - 7/31/2018
7203	8/1/2017 - 7/31/2018
9000	8/1/2015 - 7/31/2016
9001	8/1/2015 - 7/31/2016
9002	8/1/2015 - 7/31/2016
9100	8/1/2016 - 7/31/2017
9101	8/1/2016 - 7/31/2017
9200	8/1/2017 - 7/31/2018
9201	8/1/2017 - 7/31/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000	8/1/2015 - 7/31/2016
7001	8/1/2015 - 7/31/2016
7002	8/1/2015 - 7/31/2016
7003	8/1/2015 - 7/31/2016
7100	8/1/2016 - 7/31/2017
7101	8/1/2016 - 7/31/2017
7102	8/1/2016 - 7/31/2017
7103	8/1/2016 - 7/31/2017
7200	8/1/2017 - 7/31/2018
7201	8/1/2017 - 7/31/2018
7202	8/1/2017 - 7/31/2018
7203	8/1/2017 - 7/31/2018
9000	8/1/2015 - 7/31/2016
9001	8/1/2015 - 7/31/2016

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9002	8/1/2015 - 7/31/2016
9100	8/1/2016 - 7/31/2017
9101	8/1/2016 - 7/31/2017
9200	8/1/2017 - 7/31/2018
9201	8/1/2017 - 7/31/2018

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

7300	8/1/2018 - 7/31/2019
7301	8/1/2018 - 7/31/2019
7302	8/1/2018 - 7/31/2019
7303	8/1/2018 - 7/31/2019
7400	8/1/2019 - 7/31/2020
7401	8/1/2019 - 7/31/2020
7402	8/1/2019 - 7/31/2020
7403	8/1/2019 - 7/31/2020
9102	8/1/2016 - 7/31/2017
9202	8/1/2017 - 7/31/2018
9300	8/1/2018 - 7/31/2019
9301	8/1/2018 - 7/31/2019
9302	8/1/2018 - 7/31/2019
9400	8/1/2019 - 7/31/2020
9401	8/1/2019 - 7/31/2020
9402	8/1/2019 - 7/31/2020

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

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

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

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

- (1) PCO, Code [REDACTED]
- (2) Contracting Officer Representative (COR) - [REDACTED]

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: Contracting Officer Representative, [REDACTED]
[REDACTED]

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed as follows:

Warehouse Sites:

§ North Island NAS, CA – 100% Government Site

§ Beaufort MCAS, SC – 100% Government Site

Non-Warehouse sites:

§ Philadelphia, PA – 100% Government Site

§ Contractor facility in West Virginia, Maryland, Delaware, New Jersey or Northern Virginia area – 100% contractor site

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SECTION G CONTRACT ADMINISTRATION DATA

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee (CPFF) task order.

09RA INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

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

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

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

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

- Issue DODAAC _____
- Admin DODAAC _____
- Pay Office DODAAC _____
- Inspector DODAAC _____
- Service Acceptor DODAAC _____
- Service Approver DODAAC _____

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Ship To DODAAC	See Section F
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	See Section E
Acceptance Location	See Section E

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

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

Send Additional Email Notification To:
Contracting Officer Representative - [REDACTED]
Alternate Contracting Officer Representative [REDACTED]

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact [REDACTED]

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

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

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

(c) The fee(s) specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirements entitled “LEVEL OF EFFORT.” If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee

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exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

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

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be

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

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

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

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)} \\ \text{Required LOE}$$

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work

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under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

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

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR 1: [REDACTED], to perform the following functions, duties, and/or responsibilities:

As outlined in communiqué 12-21, functions/duties assigned to the COR should only be those that are not being performed by DCMA and that are inherent to the PCO (e.g., surveillance). Functions/duties that are NOT inherent to the PCO should be assigned to a Technical Point of Contact (TPOC) by the requiring activity (e.g., base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), etc.). Also, ensure adequate separation of duties in accordance with NMCARS 5203.101, Standards of Conduct, so that a single individual does not have sole authority or control of initiation of requirements and also receipt, inspection, and acceptance of supplies and/or services.

1) FAR 43.302(a) - Administrative Functions Performed by COR # 30, 38 and 58:

30) When contractors request Government property—

(i) Evaluate the contractor’s requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;

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- (ii) Ensure required screening of Government property before acquisition by the contractor;
- (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at 52.245-9, Use and Charges;
- (iv) Ensure payment by the contractor of any rental due; and
- (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration
- (38) Ensure contractor compliance with contractual quality assurance requirements (see Part 46).
- (58) Ensure timely submission of required reports.

2. Conduct surveillance of contractor performance in accordance with the basic contract Quality Assurance Surveillance Plan (QASP).

3 Review contractor invoices in Wide Area Workflow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

4. Monitor NMCI Inventory Status and retain proof of NSA disposal for hard drives. Proof of disposal must be retained in the contract administration folder by the COR for two years from the date of disposal.

(b) The effective period of the COR designation is the period of performance of this task order.

(c) In accordance with NAVAIRINST 4200.57, monthly COR reports must be submitted to the PCO, via the CORT Tool.

(d) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR : [REDACTED] to perform the functions, duties, and/or responsibilities outlined above in the absence of [REDACTED]

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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. 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:

Base Year

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
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7000	██████████	██████████	01 Aug 2015 through 31 Jul 2016
7001	█ ██████████	█ ██████████	01 Aug 2015 through 31 Jul 2016
7002	█ ██████████	█ ██████████	01 Aug 2015 through 31 Jul 2016
7003	█ ██████████	█ ██████████	01 Aug 2015 through 31 Jul 2016
9000	█ ██████████		01 Aug 2015 through 31 Jul 2016
9001	█ ██████████	-	01 Aug 2015 through 31 Jul 2016
9002	█ ██████████	-	01 Aug 2015 through 31 Jul 2016

Option Year 1

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF</u>
<u>PERFORMANCE</u>			
7100	██████████	██████████	01 Aug 2016 through 31 Jul 2017
7101	█ ██████████	██████████	01 Aug 2016 through 31 Jul 2017
7102	█ ██████████	██████████	01 Aug 2016 through 31 Jul 2017
7103	█ ██████████	██████████	01 Aug 2016 through 31 Jul 2017
9100	█ ██████████		01 Aug 2016 through 31 Jul 2017
9101	█ ██████████	-	01 Aug 2016 through 31 Jul 2017
9102	█ █████		

Option Year 2

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF</u>
<u>PERFORMANCE</u>			
7200	██████████	██████████	01 Aug 2017 through 31 Jul 2018
7201	██████████	██████████	01 Aug 2017 through 31 Jul 2018
7202	██████████	██████████	01 Aug 2017 through 31 Jul 2018
7203	██████████	██████████	01 Aug 2017 through 31 Jul 2018
9200	██████████	-	01 Aug 2017 through 31 Jul 2018
9201	██████████	-	01 Aug 2017 through 31 Jul 2018
9202	█ █████		

(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.

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(c) CLINs/SLINs 7000, 7001, 7002, 7003, 9000, 9001, 9002, 7100, 7101, 7102, 7103, 9100 and 9101 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).

(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 [REDACTED] labor hours. The following details funding to date:

Base Period:

CLIN 7000

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7001

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7002

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7003

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9000

Total Cost Base Year: [REDACTED]

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Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9001

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9002

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

Total funds available on the contract (Base Year) [REDACTED]

Option Year 1

Funding Profile:

It is estimated that these incremental funds will provide for [REDACTED] labor hours. The following details funding to date:

Base Period:

CLIN 7100

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7101

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

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Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7102

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7103

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9100

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9101

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

Total funds available on the contract (Option Year 1) [REDACTED]

Option Year 2

Funding Profile:

It is estimated that these incremental funds will provide for [REDACTED] labor hours. The following details funding to date:

Base Period:

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CLIN 7200

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]-

CLIN 7201

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7202

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 7203

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9200

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

CLIN 9201

Total Cost Base Year: [REDACTED]

Funds this action: [REDACTED]

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Funds Available: [REDACTED]

Balance Unfunded: [REDACTED]

Total funds available on the contract (Option Year 2) [REDACTED]

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

(a) Contract Administration Office.

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

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

In accordance with NAVAIRINST 4200.57, monthly COR reports must be submitted to the PCO, via the CORT Tool.

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
30, 38, and 58	Contracting Officer Representative
3, 4,16 and 51	Contracting officer, Code 2.5.1.14

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

Additional Functions	Retained for Performance By:
N/A	

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

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV).

No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to

subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's

Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

Accounting Data

SLINID	PR Number	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, the COR shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the [REDACTED] mailbox.

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

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

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 Attachment n/a. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any

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entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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

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

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years 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 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

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

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (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

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provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

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

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

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

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

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

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

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

- (1) The Contractor shall provide the COR a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).
- (2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring

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Contracting Officer.

(c) Travel Policy.

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

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

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

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

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

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(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) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 9 in Section J.

(e) See Attachment X in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 9 in Section J.

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

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

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

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

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

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

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

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part of this contract.

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

PCO: [REDACTED]
[REDACTED]
[REDACTED]

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

See Attachment 2 - Government Furnished Property. Any transferrable GFP is currently under N00178-08-D-5629-M802. -

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NMCI seats -As noted in the AIR7.2 NMCI Tracking spreadsheet.							
For contractor site NMCI Assets see attachment 2							

(2) Government furnished property to be provided under this contract: See Attachment 2 for GFP

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

NONE See Attachment 2

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

NONE

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard

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Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors”, DoD 4000.25-1- M, Chapter 11, which is available at <https://www2.dla.mil/j-6/dlms/eLibrary/manuals/dlm/dlm-pubs.asp>. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

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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.

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

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

52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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

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

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

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

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

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

52.222-17 Nondisplacement of Qualified Workers (May 2014)

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

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

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

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

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

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

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

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

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the

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Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

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

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

(d)

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

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

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

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

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

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days

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

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

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

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

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

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

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

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

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

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

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

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However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

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

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

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-41 -- Service Contract Labor Standards.

(a) Definitions. As used in this clause—

“Contractor” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e.,

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the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

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(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

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(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or

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mental deficiency, or injury may be employed at wages lower than the minimum wage otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under section 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29

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(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: (*negotiator fill-in*)

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off

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possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [REDACTED]

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Quality Assurance Surveillance Plan (QASP)

Attachment 2 - Government Furnished Equipment

Attachment 3 - Special Invoicing Instructions for Spanish Navy

Attachment 4 - Special Invoicing Instructions for Italian Navy

Attachment 5 - Wage Determination, San Diego, CA (Revision No. 7; 1/10/2018)

Attachment 6 - Wage Determination, Beaufort, SC (Revision No. 6; 1/10/2018)

Attachment 9 - ISIL Header File

Exhibit A - CDRLs A001 through A011