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| 2. AMENDMENT/MODIFICATION NO. 10 | 3. EFFECTIVE DATE 20-Jul-2016 | 4. REQUISITION/PURCHASE REQ. NO. 1300584868 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00421 | 7. ADMINISTERED BY (If other than Item 6) CODE | S2101A |

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| NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 shannon.k.flynn@navy.mil 301-757-0798 | DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375 SCD: C |
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|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AMERICAN ELECTRONICS, INC. 44423 Airport Road, Suite 102 California MD 20619-6132 | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7603-M801 10B. DATED (SEE ITEM 13) 01-Mar-2015 |
| CAGE CODE 1BMA2 FACILITY CODE | [X] |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

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

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

| | | | |
|---|--|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| | Theresa A Newton, Contracting Officer | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/Theresa A Newton (Signature of Contracting Officer) | 21-Jul-2016 |

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GENERAL INFORMATION

The purpose of this modification is to provide continuous contract support by providing funding to CLIN 7100. 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 increased from \$1,228,602.97 by \$270,000.00 to \$1,498,602.97.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|------------|------------|
| 710002 | WCF | 0.00 | 270,000.00 | 270,000.00 |

The total value of the order is hereby increased from \$1,784,382.02 by \$0.00 to \$1,784,382.02.

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

| CLIN/SLIN | From | To |
|-----------|------|----|
|-----------|------|----|

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|--------------|
| 7000 | R706 | Material Handling Support in Accordance with Section C Performance Based Statement of Work (PBSOW) (WCF) | 1.0 | LO | | | \$844,085.29 |
| 700001 | R706 | Funding for CLIN 7000 (WCF) | | | | | |
| 700002 | R706 | Funding for CLIN 7000 (WCF) | | | | | |
| 7001 | R706 | Data in Support of CLIN 7000. Not Separately Priced. (WCF) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7100 | R706 | Material Handling Support in Accordance with Section C- Performance Based Statement of Work (PBSOW)(Option I) (WCF) | 1.0 | LO | | | \$846,898.73 |
| 710001 | R706 | Funding for CLIN 7100 (WCF) | | | | | |
| 710002 | R706 | Funding for CLIN 7100 (WCF) | | | | | |
| 7101 | R706 | Data in Support of CLIN 7100 (Option Year I). Not Separately Priced. (WCF) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7200 | R706 | Material Handling Support in Accordance with Section C- Performance Based Statement of Work (PBSOW)(Option II) (WCF) Option | 1.0 | LO | | | \$849,734.67 |
| 7201 | R706 | Data in Support of CLIN 7200 (Option Year II). Not Separately Priced. (WCF) Option | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7300 | R706 | Material Handling Support in Accordance with Section C- Performance Based Statement of Work (PBSOW)(Option III) (WCF) Option | 1.0 | LO | | | \$852,593.41 |
| 7301 | R706 | Data in Support of CLIN 7300 (Option Year III). Not Separately Priced. (WCF) Option | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7400 | R706 | Material Handling Support in Accordance with Section C- Performance Based Statement of Work (PBSOW)(Option IV) (WCF) Option | 1.0 | LO | | | \$855,475.25 |
| 7401 | R706 | Data in Support of CLIN 7400 (Option Year IV). Not Separately Priced. (WCF) Option | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |

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For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|------------|
| 9000 | R706 | Material in Support of CLIN 7000 (WCF) | 1.0 | LO | ██████████ |
| 9001 | R706 | NMCI in Support of CLIN 7000 (WCF) | 1.0 | LO | ██████████ |
| 900101 | R706 | Funding for CLIN 9001 (WCF) | | | |
| 9100 | R706 | Material in Support of CLIN 7100 (Option Year I) (WCF) | 1.0 | LO | ██████████ |
| 910001 | R706 | Funding for CLIN 9100 (WCF) | | | |
| 9101 | R706 | NMCI in Support of CLIN 7100 (Option Year I) (WCF) | 1.0 | LO | ██████████ |
| 9200 | R706 | Material in Support of CLIN 7200 (Option Year II) (WCF) Option | 1.0 | LO | ██████████ |
| 9201 | R706 | NMCI in Support of CLIN 7200 (Option Year II) (WCF) Option | 1.0 | LO | ██████████ |
| 9300 | R706 | Material in Support of CLIN 7300 (Option Year III) (WCF) Option | 1.0 | LO | ██████████ |
| 9301 | R706 | NMCI Services in Support of CLIN 7300 (Option Year III) (WCF) Option | 1.0 | LO | ██████████ |
| 9400 | R706 | Material in Support of CLIN 7400 (Option Year IV) (WCF) Option | 1.0 | LO | ██████████ |
| 9401 | R706 | NMCI in Support of CLIN 7400 (Option Year IV) (WCF) Option | 1.0 | LO | ██████████ |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

NMCI REVISED

As a result of the change in the way NMCI will be acquired/provided, the NMCI language outlined in paragraph(s) 7.0, 7.1, and 7.2 of the PSW remain unchanged for NMCI prior to 01 October 2015.

The following is hereby added to the NMCI paragraph in the SOW for NMCI beginning 01 October 2015: “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.”

PERFORMANCE BASED WORK STATEMENT

MATERIAL HANDLING SUPPORT

1.0 INTRODUCTION

The Material Receipt and Distribution Unit is a group within the Surface Systems Services Division of the Naval Air Warfare Center Aircraft Division (NAWCAD) 4.5 St. Inigoes, MD. NAWCAD 4.5., St. Inigoes, provides pre- and post-material handling support for all of the team’s efforts at both on-base and off-base locations near St. Inigoes. In support of the electronic/communications mission of the team, the Material Receipt and Distribution Unit provides for the initial receipt and issuance of the equipment and other collateral services such as disposal functions. This includes handling of hazardous material in some cases. These services are primarily operated out of the Material Receipt and Distribution Unit facility, building 8115, at St. Inigoes, MD.

2.0 APPLICABLE DOCUMENTS

Defense Logistics Agency (DLA) Customer Assistance Handbook, Eighteenth Edition, 2011
 NASPAXRVRINST 5090.5 – Regulated Waste Management Plan Implementation Order dtd 08 Aug 2011
 NASPAXRVRINST 5100.35D - Safety and Occupational Health (SOH) Manual dtd 20 Jul 2012
 NAVAIRWARCENACDIV INST 7320.1B – Naval Air Warfare Center Aircraft Division Property Management Procedures for Minor Property and Class III Plant Property dtd 01 May 2012
 NASPAXRVRINST 5510.15Q – Regulations Governing Admission to Naval Air Station Patuxent River (NAS PAX River), Webster Field Annex, and Naval Recreation Center (NRC) Solomons, Maryland dtd 07 Mar 2012

3.0 REQUIREMENTS

The contractor shall perform the following tasks in support of this effort:

3.1 Data Entry

3.1.1. Enter data from station requisitions (approximately 10,000 yearly) into the NAWCAD central system in accordance with the Navy Enterprise Resource Planning (ERP) financial database process. All information taken from the requisitions shall be entered into the system within two working days of receipt. Station requisitions not accepted by the system shall be returned to the government originator for clarification.

3.1.2. Initiate turn-in of government material and disposal of government using the appropriate forms. Turn in government material for reassignment by generating DD Forms 1348 and 1605. Dispose of government material by generating DD Form 1348. Input all data concerning the disposition of material into the government furnished program, Comptroller Information Management System (CIMS), as required.

3.2. Receiving Functions to be Performed

3.2.1. Perform material receiving functions at Webster Field and the off-site location. The on-base site is located at building 8115 at Webster Field and the off-base site is located at the Logistics Outfitting Facility (LOF) in Great Mills, MD.

3.2.2. Unload the incoming material, compare it with the shipping manifest, note any discrepancies, and sign the manifest. Compare the material/equipment with the corresponding station requisition. Mark the priority as indicated on the requisition container.

3.2.3. Inspect all deliveries for obvious physical damage (i.e., smashed, sprung, wet or other obvious damages), and notify the Contracting Officer’s Representative (COR) or the government Technical Point of Contact (TPOC) of any such damage. Initiate a Draft Supply Discrepancy Report (SDR) for any damages noted.

3.2.4. Inspect receiving paperwork and make a copy for delivery control purposes. Initiate and maintain a receipt file by Webster Field requisition number in order to create an audit trail for all property received, including items

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purchased by National Stock Numbers (NSN's) and property received via DD Form 250.

3.2.5. Receive Government Purchase Card ordered materials and process them. Inspect and verify the contents of the received packages, and notify the TPOC of any discrepancies. Transport and stage the material in the ordering Division's area in building 8115.

3.2.6. Receive incoming material and packages from commercial delivery services (United Parcel Service, Federal Express, Purolator Courier, Emery, etc.). Transport packages and material from building 8115 at Webster Field daily and deliver to various other buildings at Webster Field. Maintain a receipt log to record pertinent addressee information, telephone the ordering Division's point of contact, and stage packages in the respective Division's delivery area.

3.2.7. Fill out Fixed Asset Record Accountability forms as required and send to NAWCAD Comptroller requesting that incoming/received equipment be tagged.

3.3. Delivery/Pickup of Equipment and Material.

3.3.1. Items received and processed at building 8115 shall be delivered to the appropriate NAWCAD 4.5 St. Inigoes Division. Deliver all priority items within four working hours from the time it is received. Deliver all other items within two working days. The contractor shall at a minimum, make one (1) trip in the morning and one (1) trip in the afternoon; more trips shall be made when warranted by volume or priority deliveries. The contractor shall furnish one (1) standard 8 ft. long bed ¾-ton pickup truck, including all fuel and maintenance in support of this effort. The government will provide access to a two-ton stake body truck and a two-ton covered truck as required for larger deliveries. Contractor drivers must be properly licensed in order to drive the larger government vehicles.

3.3.2. Unload and stage the items received at the off-base location (LOF in Great Mills), according to destination. Sort, reload and deliver to appropriate Competency 4.5 receiving locations. Notify the designated branch representative within four working hours for priority items ready for pickup. All other receipts shall be processed and available for pick-up within two working days.

3.3.3. Receive incoming classified material, i.e., COMSEC, Secret and Confidential, from commercial delivery services (Federal Express, United Parcel Service or other freight companies). These materials are also picked up from the NAS Patuxent River Receiving Floor, Building 588. COMSEC material shall be delivered directly to the COMSEC Custodian in Building 8101. Secret and Confidential material shall be delivered to the mail clerk in Building 8009. A Courier Card is required for personnel handling classified material.

3.4. Ship Equipment/Material

3.4.1. Prepare a DD Form 1149 from information provided by the government Technical Point of Contact (TPOC) using Form 1605 (shipping request) for all items to be shipped. Maintain a serialized control log for these forms. Compare the DD Form 1149 with the items to be shipped to verify the serial numbers and property accountability tag numbers. Notify the TPOC when there is a discrepancy and do not move the items. Otherwise, submit the DD Form 1149 for government approval prior to loading and transporting the material to NAS Patuxent River Shipping. Return the signed receipt from NAS Patuxent River to the TPOC and maintain a file of completed transactions.

3.4.2. Prepare a DD Form 1348-1 using information provided by the requiring engineering division. Transport items being returned to the originating vendor (i.e., "CASREP") to NAS Patuxent River shipping. Maintain a file of DD 1348-1 forms and other shipping documents.

3.4.3. Stage the items to be shipped to NAS Patuxent River Supply Shipping Department in building 8115 and make deliveries daily in accordance with the designated shipment priority. Deliver priority 01 items on the next available truck. All other items shall be shipped within two working days.

3.5. Turn in Excess Equipment/Material

3.5.1. Receive items declared excess by the engineering divisions. Compare the items with the information on the Webster Field excess property turn in form and notify the TPOC when the information does not agree with what is documented on the turn-in form. Transport the excess material to Logistic Outfitting Facility Site for processing.

3.5.2. Prepare a DD Form 1348-1 for excess property having a National Stock Number (NSN) and deliver the item to NAS Patuxent River, Defense Reutilization and Marketing Office (DRMO). Also, if no NSN is assigned for the equipment, prepare a DD Form 1348-1 and deliver the item to the DRMO at NAS Patuxent River. Review disposal list and forward appropriate items to the Southern Maryland Applied Research and Technology Consortium (SMARTCO) prior to delivering remaining items to DRMO.

3.6. Obtain Office Supplies and Paper and Operate Bulk Items Storage Area as necessary.

3.6.1. Receive, store, and issue bulk items such as computer paper, XEROX paper, bubble wrap, and packing material. Maintain inventory and receipt records for the controlled bulk items.

3.7. Provide Supply Services

3.7.1 File the Material Inspection and Receiving Reports (DD Form 250) and Commercial Voucher files and distribute to the appropriate paying office.

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3.7.2. Provide Milstrip support. File hard copies in open/closed files. Perform material receipt function by using the government provided Navy ERP system as necessary to download hard copies.

3.7.3. Provide Report of Discrepancies (ROD) support as requested. Standard Form 364 is the initiating document.

4.0. REPORTS

4.1. Provide required reports and records as indicated on the Contract Data Requirements List (CDRL), DD Form 1423.

5.0. OTHER INFORMATION

5.1. Contractor Furnished Equipment. The contractor shall furnish all office furnishings and office support equipment necessary to support the tasks outlined in the statement of work. The contractor shall provide its own telephone service except where direct contact with government COR is required, in which case the government will furnish a telephone. In addition, the cost of general purpose business items/expenses required for the contractor to conduct its normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business items include, but are not limited to, the cost for items such as telephones and telephone charges, typewriters, reproduction machines, word processing equipment and other office equipment and supplies. Specifically, the contractor will be expected to supply, at a minimum, the following:

One (1) ¾ ton standard 8 ft. long bed pickup truck - Webster Field

One (1) 4000 Lb. Forklift - Great Mills Facility

One (1) 6000 Lb. Forklift - Webster Field

One (1) Desktop copier - Webster Field

One (1) Desktop copier - Great Mills Facility

One (1) Printer

One (1) Facsimile machine

Telephones

General purpose office equipment

5.2 Access to Government-Owned Space and Equipment. The Government will provide the contractor access to work space in Building 8115 aboard NAWCAD, Webster Field Annex, St. Inigoes, MD, and the LOF (Building 501) located in Great Mills, MD, to perform the tasks outlined in this statement of work. The contractor will also have access to various Government-owned warehouse equipment located at these two facilities (see Attachment in Section J for a list of such equipment). The Government has the ability to provide 4,800 sq. ft. of warehouse space at B8115, Webster Field, MD and 6,000 sq. ft. total (440 sq. ft. of office space & 5,560 sq. ft. of material staging space) at the Logistics Outfitting Facility (LOF), Great Mills, MD for this effort. The contractor will be expected to supply office equipment and supplies as referenced in PBSOW paragraph 5.1.

6.0 WORKPLACE AND SCHEDULE

6.1 Building Security. The Contractor shall be required to comply with the individual location's Government physical safety and security plan when provided office or lab spaces in a Government building under this contract. These responsibilities may include ensuring that all windows are closed and locked, coffeepots are turned off, all external doors are locked, or other responsibilities as deemed necessary by the local safety and security plan. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the Government. If the Contractor fails to comply with critical portions of the safety and security plan (such as failing to secure the external doors), he/she shall be called back to rectify the safety and security breach. If the Contractor is called back after regular working hours, this time shall not be a direct charge to the contract.

6.2 WORK SCHEDULE. The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified below). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday - Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

The Contractor awarded this contract, with agreement by COR, may allow its employees to work a Compressed Work Schedule (CWS) schedule. CWS is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completes the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other. Any contractor that chooses to allow its employees to work a CWS schedule in support of this contract agrees that any additional costs associated with the implementation of the CWS schedule

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vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government.

6.3 The following is a list of federal Government holidays. However, it is solely at the contractor's discretion which federal and state holidays they choose to observe. Holidays observed:

| | |
|-----------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 th |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 th |

6.4 RESTRICTED ENTRY TO THE WORKPLACE. In the event that the contractor is restricted from entry to the workplace due to non-controllable emergencies such as weather, power outages, etc., the contractor/offeror shall not charge the non-work time as direct labor to the contract.

7.0 NMCI SERVICES FOR CONTRACT PERFORMANCE

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.

7.1 This effort will require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC) #N00039-10-D-0010. The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

7.2 In the event NMCI is replaced by another DON IT system, the contractor shall be responsible for its complete implementation and ensure compliance with all NAVAIR guidelines.

8.0 PERFORMANCE REQUIREMENTS

8.1 The PRS identifies tasks to be monitored by the Government to ensure performance is recognized, measured and incentivized. See attachment 1, Quality Assurance Surveillance Plan (QASP).

9.0 SECURITY

9.1 Only U. S. citizens may perform under this contract. The following table provides the labor categories that require SECRET level clearances and the time frame clearance is required:

| <u>Labor Category</u> | <u>Time frame Secret Level Clearance Required</u> |
|---------------------------|---|
| Onsite Logistics Lead | At time of Task Order award |
| General Clerk III | At time of Task Order award |
| Shipping/Receiving Clerk* | At time of Task Order award |

*A minimum of three (3) personnel in this labor category must have a SECRET clearance.

10.0 IDENTIFICATION BADGES

10.1 The Contractor shall furnish all required information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U. S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CACs), are returned in accordance with NASPAXRIV Instruction 5510.15Q, Regulations Governing Admission to Naval Air Station Patuxent River (NAS PAX River), Webster Field Annex, and Navy Recreation Center (NRC) Solomons, Maryland.

11.0 DELIVERABLES

11.1 Contractor's Progress, Status, and Management Report (CDRL A001)

The contractor shall prepare and submit this report in accordance with CDRL A001.

11.2 Funds and Man-Hour Expenditure Report (CDRL A002)

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The contractor shall prepare and submit this report in accordance with CDRL A002.

11.3 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS (CDRL A003)

The contractor shall segregate costs incurred under this task order at the lowest level of performance, either by task or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

When there is more than one line of accounting, the Government will describe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

Invoices shall contain the following cost elements by schedule and include supporting detail. Invoices shall be submitted with two attachments. The first attachment shall contain Schedules A through D, F and G and shall be provided as fully burdened. The second attachment shall contain Schedule E.

Invoice summary for current billing period and cumulative

| | |
|-------------------------------------|----|
| (Schedule A) - Direct Labor | \$ |
| (Schedule B) - Material | \$ |
| (Schedule C) - Travel | \$ |
| (Schedule D) - Other Direct Charges | \$ |
| (Schedule E) - Indirect Charges | \$ |
| (Schedule F) - Adjustments | \$ |

| | |
|-------|----|
| TOTAL | \$ |
|-------|----|

(Schedule G) - Outstanding Commitments

Schedule A - DIRECT LABOR

| Employee Identifier | Labor Category | Period Covered | | Burdened Cost** | Cumulative | |
|---------------------|----------------|-----------------------|-----------------------|-----------------|--------------|-----------------|
| | | Hours Billed Off-site | Hours Billed On-site* | | Hours Billed | Burdened Costs* |
| TOTAL | | | | \$ | | \$ |

* On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

** Unburdened rate information shall be made available upon request. When requested, unburdened rate information shall not include indirect costs and shall reflect the actual rate paid.

Schedule B - MATERIAL

Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C - TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract closeout.

Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments that pertain to prior fiscal years shall be invoiced separately.

Schedule G - OUTSTANDING COMMITMENTS

Any authorized expenditure that remains unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in the section.

Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be

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presented individually. The contractor is not authorized to claim nor will the Navy pay for direct costs associated with preparation of an invoice.

Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

11.4 INCURRED COST AND PROGRESS REPORTING FOR SERVICES (CDRL A004)

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A004 and attachment 5.

12.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for NAWCAD via a secure data collection site. 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>.

13.0 MINIMUM LABOR QUALIFICATION REQUIREMENTS

13.1 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 education beyond these minimum qualifications.

13.2 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 below.

13.3 Personnel must have the appropriate security clearance at time of award as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to government installation, aircraft, and ships. Each person bid must be able to obtain a Common Access Card (CAC) at the time of award. Any new hires must be able to obtain a CAC at the time of hiring. All personnel who require access to classified COMSEC information in the performance of their duties shall be briefed before access is granted. Depending on the nature of COMSEC access required, either COMSEC briefing or a Cryptographic Access Briefing will be given.

13.4 For purposes of Seaport-e Clause H.7, Substitution of Team Members and Substitution of Personnel, the following labor categories are considered Key:

KEY LABOR CATEGORIES

Onsite Logistics Lead
Supply Technician
General Clerk III
Truck Driver (Heavy)

13.5 All required experience for all labor categories may have been obtained concurrently.

13.6 All degrees shall be obtained from an accredited college or university.

13.7 DEFINITIONS

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

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.

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.

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Department of Education.

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.

appropriate discipline - 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.

business-related discipline - includes business administration, business management, economics, finance, or accounting.

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.

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, materials, mechanical or nuclear. Engineering disciplines include disciplines from a school where the specified curriculum was accredited by the Accreditation Board of Engineering and Technology (ABET).

experience and years of experience - a) 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.

b) 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 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.

related field - a field of study with similar curriculum of study but is referenced by a different name.

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.

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.

13.8 QUALIFICATIONS

13.8.1 Onsite Logistics Lead

Functions: Acts as the overall manager and administrator to oversee all operations associated with the contract effort. This includes managing the technical operations associated with the day to day contracting effort. Serve as the primary interface and point of contact with Government program authorities and representatives on program/project and contract administration issues. Supervises program/project operation by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. Coordinates and expedites flow of material and equipment for both shipping and receiving efforts. Directs and coordinates the activities of other shipping/receiving personnel and provides guidance in handling of unusual/non-routine problems.

Education: BS or BA degree in business or a related field. 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.

Experience: A minimum of four (4) years Navy supply experience in performing the foregoing functions with at least two years supervisory experience in a supply support environment. Must be capable of training subordinates in processing requisitions; receipt and shipping of material and equipment; and inventory and control of accountable property. Must have a working knowledge of Navy supply procedures and hazardous material handling. Must be able to lift items weighing up to 40 pounds.

Security Clearance: Secret.

13.8.2 Supply Technician (SCA code 01410)

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Functions: Performs limited aspects of technical supply management work (e.g., inventory management, storage management, property utilization) related to local or unique supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions, but may focus on one Division or Branch. This work may require consideration of program requirements, together with specific variations in or from standardized guidelines. Assignments require (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data, to establish the facts, and to take or recommend action based upon application or interpretation of established guidelines.

Illustrative Assignments:

1. Inventory management: Responsible for inventory management of decentralized and decontrolled items, including supplies and equipment. Items managed or inventoried typically are electronic equipment or supportive equipment, and are purchased from various sources. The items may be unique, one of a kind or general, common use items.
2. Material coordination: Performs material coordination duties for special programs, maintenance, or production shops. Duties are performed on the basis of practical experience in processing and expediting supply transactions related to the particular organizations serviced.
3. Cataloging: Writes item descriptions for a range of new items entering the supply channels of a particular agency or field establishment. Applies requirements selecting the appropriate description pattern and answering the requirements contained in the pattern. Reviews existing stock catalogs, manufacturers' catalogs, drawings, or other resource materials for the purpose of matching characteristics or part numbers to identify duplicate items already catalogued or otherwise recorded in the supply system.

Level of Responsibility: Works within a framework of established supply regulations, policies, and procedures, or other governing supply management guidelines. Deals with a variety of operating officials regarding limited aspects of program needs of the organization serviced. Contacts may relate to inventory requirements in a stable or standardized organization and to the adequate description or identification of less complex items which are new to the system. May contact representatives of commercial firms to obtain information regarding new items of supply, item characteristics, or procurement lead time; or representatives of government agencies (Federal, State or local) regarding the utilization of property.

Education: High School diploma or GED.

Experience: Three (3) years' experience managing and conducting detailed inventory programs.

Security Clearance: None

13.8.3 General Clerk III (SCA code 01113)

Functions: Performs as the Lead Clerk of the Shipping/Receiving Clerks and is expected to provide oversight of the clerical staff in the absence of the Onsite Logistics Lead. Must be familiar with the clerical steps taken by the other positions, which will vary in type or sequence, depending on the task. Must be familiar with all terms and procedures of the team. Recommends appropriate assignments of the staff, and methodology for completing tasks. Must be able to make recommendations for adaptations of work procedures and be able to interpret shipping and receiving guides.

Education: High School diploma or GED.

Experience: Four (4) years work experience in a material handling/receiving/shipping operation or two (2) years of government or military experience in a material handling/receiving/shipping operation. Must be able to lift up to 40 pounds.

Security Clearance: Secret.

13.8.4 Shipping/Receiving Clerk (SCA Code 21130)

Functions: Performs clerical and physical tasks associated with the receipt and shipment of material and equipment. Shipping duties involve comparing items and quantities gathered for shipment against request for shipment documents; ensuring items are properly packaged; loading items into transporting vehicles through use of forklifts, pallet jacks and other warehouse equipment; and preparing and keeping records of goods shipped.

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Receiving duties involve verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices or other records; checking for damaged goods; staging equipment/material for shipment; and preparing and keeping records of items received. Property accountability duties involve tagging equipment with appropriate tags.

Education: High school diploma or GED.

Experience: Two (2) years work experience in a material handling/receiving/shipping operation. Must be able to lift items weighing up to 40 pounds.

Security Clearance: Three of the seven Shipping/Receiving Clerks assigned to this labor category must possess a SECRET Security Clearance.

13.8.5 Data Entry Operator II (SCA Code 01052)

Functions: Inputs requisitions into the Requisition Automated Processing System (RAPS) and property accountability data into the Patuxent River Management Information System (PAXIS). Receives and processes DD250 Material Inspection and Receiving Reports and mails to appropriate paying office. Prepares various documentation and assigns shipping document numbers to DD1149 and DD 1348-1 forms.

Education: High school diploma or GED.

Experience: Two (2) years of work experience in computer data entry functions.

Security Clearance: None

13.8.6 Data Entry Operator I (SCA Code 01051)

Functions: Maintains files associated with the disposition of excess government property for SMARTCO and DRMO items. The incumbent checks consistency of data by reviewing the information in the turn-in document, the SMARTCO list, the DD 1605, DD 1328, DD 1149 and the control numbers. An information card is prepared and filed for each turn-in document associated with SMARTCO and DRMO items. The incumbent shall maintain logs of each person that requests information from these files.

Education: High School diploma or GED.

Experience: One (1) year of work maintaining document files.

Security Clearance: None.

13.8.7 Warehouse Specialist (SCA Code 21410)

Functions: Performs a variety of warehousing duties such as maintaining control of excess property; routing materials to prescribed storage locations; rearranging and taking inventory of stored materials and removing material from storage and preparing for shipment. May operate gas, electric or propane forklifts or hand trucks and pallet jacks in performing warehouse duties and loading and unloading trucks.

Education: High school diploma or GED.

Experience: Two (2) years work experience in a warehouse operation. Must be able to lift items weighing up to 40 pounds. Must have a valid driver's license.

Security Clearance: None.

13.8.8 Truck Driver, Heavy (SCA Code 31363)

Functions: Delivers received equipment and material to the assigned on-site or off-site location. May also load and unload truck. May also operate gasoline, electric or liquid propane fork lifts as well as pallet jacks to transport goods and materials around the warehouse or when loading/unloading vehicles.

Education: High school diploma or GED.

Experience: One (1) year of work experience driving a Heavy class truck rated HEAVY. Must possess a valid Class B license. (Class B license: Any Heavy Vehicle with a gross vehicle weight rating greater than 26,000 pounds is classified in Group B, as well as any vehicle towing another vehicle not in excess of 10,000 pounds.)

Security Clearance: None.

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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:

Items 7000, 7100, 7200, 7300, and 7400 - Packaging and marking are not applicable to these items.

Items 9000, 9100, 9200, 9300, and 9400 - Packaging and marking shall be in accordance with best commercial practice.

Items 9001, 9101, 9201, 9301, and 9401 - Packaging and marking are not applicable to these items.

Items 7001, 7101, 7201, 7301, and 7401 - The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRLs). Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR), for purposes of Seaport-e MAC Clause HQ-D-2-0008, "Marking of Reports."

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SECTION E INSPECTION AND ACCEPTANCE

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

Items 7000, 7100, 7200, 7300, 7400, 9000, 9100, 9200, 9300, 9400, 9001, 9101, 9201, 9301, 9401- Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment I, Quality Assurance Surveillance Plan (QASP). The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>

Items 7001, 7101, 7201, 7301, and 7401 - Inspection and acceptance shall be in accordance with the Exhibit (A), DD Form 1423 CDRLs. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

Supplies/Services will be inspected/accepted as follows:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 7000 | Destination | Government | Destination | Government |
| 7001 | Destination | Government | Destination | Government |
| 7100 | Destination | Government | Destination | Government |
| 7101 | Destination | Government | Destination | Government |
| 7200 | Destination | Government | Destination | Government |
| 7201 | Destination | Government | Destination | Government |
| 7300 | Destination | Government | Destination | Government |
| 7301 | Destination | Government | Destination | Government |
| 7400 | Destination | Government | Destination | Government |
| 7401 | 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 |

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

Inspection and acceptance of technical data and information will be performed by the Procuring

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Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Attachment 6, Data Item Transmittal/Acceptance/Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|----------------------|
| 7000 | 3/1/2015 - 2/29/2016 |
| 7001 | 3/1/2015 - 2/29/2016 |
| 7100 | 3/1/2016 - 2/28/2017 |
| 7101 | 3/1/2016 - 2/28/2017 |
| 9000 | 3/1/2015 - 2/29/2016 |
| 9001 | 3/1/2015 - 2/29/2016 |
| 9100 | 3/1/2016 - 2/28/2017 |
| 9101 | 3/1/2016 - 2/28/2017 |

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

Items 7000, 7100, 7200, 7300, and 7400 - The Contractor shall provide supplies and services in accordance with Section F, Delivery / Performance Schedule. Services to be performed hereunder will be provided at 100% government site at the Logistics Outfitting Facility, Great Mills, MD; and Webster Field, St. Inigoes, MD.

Items 7100, 7101, 7201, 7301, and 7401 - The data furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and Section F, Delivery / Performance Schedule.

Items 9000, 9100, 9200, 9300, and 9400- The Contractor shall provide Material in accordance with Section F, Delivery / Performance Schedule.

Items 9101, 9101, 9201, 9201, 9301, and 9401- The Contractor shall provide NMCI in accordance with Section F, Delivery / Performance Schedule.

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|----------------------|
| 7000 | 3/1/2015 - 2/29/2016 |
| 7001 | 3/1/2015 - 2/29/2016 |
| 7100 | 3/1/2016 - 2/28/2017 |
| 7101 | 3/1/2016 - 2/28/2017 |
| 9000 | 3/1/2015 - 2/29/2016 |
| 9001 | 3/1/2015 - 2/29/2016 |
| 9100 | 3/1/2016 - 2/28/2017 |
| 9101 | 3/1/2016 - 2/28/2017 |

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

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|------|----------------------|
| 7200 | 3/1/2017 - 2/28/2018 |
| 7201 | 3/1/2017 - 2/28/2018 |
| 7300 | 3/1/2018 - 2/28/2019 |
| 7301 | 3/1/2018 - 2/28/2019 |
| 7400 | 3/1/2019 - 2/29/2020 |
| 7401 | 3/1/2019 - 2/29/2020 |
| 9200 | 3/1/2017 - 2/28/2018 |
| 9201 | 3/1/2017 - 2/28/2018 |
| 9300 | 3/1/2018 - 2/28/2019 |
| 9301 | 3/1/2018 - 2/28/2019 |
| 9400 | 3/1/2019 - 2/29/2020 |
| 9401 | 3/1/2019 - 2/29/2020 |

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 Refer to Block 5 of the Task Order Award Document.

(2) ACO, Code Refer to Block 24 of the Basic Contract.

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

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

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

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

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

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

NAWCAD

Bldg 8009

17617 Nessa Way

St. Inigoes, MD 20684-4015

Note: Electronic Submission may be authorized by the COR.

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SECTION G CONTRACT ADMINISTRATION DATA

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

Contract Type: This is a performance-based Cost-Plus-Fixed-Fee Level of Effort task order.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher,
Invoice

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See
Schedule

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(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|----------------------------|---|
| Pay Official DoDAAC: | <u>*Block 12 of Task Order Cover Page</u> |
| Issue By DoDAAC: | <u>N00421</u> |
| Admin DoDAAC: | <u>*Block 6 of Task Order Cover Page</u> |
| Inspect By DoDAAC: | <u>See Schedule</u> |
| Ship To Code: | <u>See Schedule</u> |
| Ship From Code: | <u>See Schedule</u> |
| Mark For Code: | <u>N/A</u> |
| Service Approver (DoDAAC): | <u>N3555A</u> |
| Service Acceptor (DoDAAC): | <u>N3555A</u> |
| Accept at Other DoDAAC: | <u>N/A</u> |
| LPO DoDAAC: | <u>N/A</u> |
| DCAA Auditor DoDAAC: | <u>HAA819</u> |
| Other DoDAAC(s): | <u>N/A</u> |

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Cynthia.Guy@navy.mil, Mary.E.Stone@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions

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call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

5252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

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

(a) The Contracting Officer has designated [Cynthia Guy 4.11.5, 301-995-8313, Cynthia.Guy@navy.mil](#) as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

Functions/Duties/Responsibilities include, but are not limited to:

1. Read and be thoroughly familiar with the technical and contractual requirements of the applicable contract.
2. Conduct surveillance in accordance with the QASP/SAC included as an attachment in Section J.
3. Review and approve material and travel requests in accordance with contract clauses.
4. Adhere to the regulations governing standards of conduct and procurement integrity.
5. Avoid any conflict of interest or any appearance of a conflict of interest. If a conflict of interest or the perception of a conflict of interest develops, notify the PCO and requiring activity immediately.
6. Review of invoices in a timely manner using Wide Area Workflow (WAWF) as part of surveillance efforts for the purpose of ensuring charges are commensurate with observed performance (e.g., travel was necessary and actually occurred, labor hours charged are commensurate with level of work performed, etc.). For Knowledge Based Services (KBSs), review of invoices shall also include a comparison of fully burdened labor rates (for primes and subcontractors) to functional area caps and monitoring of Other Direct Costs (ODCs) to ensure they do not exceed ten percent or three million dollars (whichever is lower).
7. Work cooperatively with members of the acquisition team.
8. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements (i.e., CDRLs).
9. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order.
10. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when the government has accepted all deliverables.
11. Comply with training as required by NAVAIRINST 4200.57.
12. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
 - a. Any violation of or deviation from the technical requirements of the contract or order;
 - b. Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
 - c. Any contractor request for changes to the contract;
 - d. Issues that require clarification or resolution;
 - e. Inconsistencies between invoiced charges and performance, including the use of improper labor categories;
 - f. Instances where funds may be insufficient to complete the contract or order;
 - g. Conditions requiring a replacement for you as COR; and

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- h. Improper use of government material, equipment, or property.
13. Ensure the contract/order does not become a vehicle for personal services as described in Federal Acquisition Regulations Part 37, Service Contracting.
14. Read, understand and comply with Contractor Performance Assessment Reporting System (CPARs) and be cognizant of your roles and responsibilities.
15. Inform the PCO and requiring activity if unable to perform functions, duties, and/or responsibilities;
16. Keep, maintain, and dispose of COR files in accordance with relevant instructions;
17. Ensure that the file is available for a yearly administrative review to be conducted by the PCO; and, if functions, duties, and/or responsibilities are terminated, ensure that the current COR file is transferred to the successor COR and that any system access granted for the performance of COR functions, duties, and/or responsibilities is terminated.

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

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 (158,400) 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 zero(0) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately (609) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any

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effort until receipt of such written approval by the Task Order Contracting officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

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

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

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

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 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.

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:

| <u>ITEM(S)</u> | <u>ALLOTED TO COST</u> | <u>ALLOTED TO FEE</u> | <u>ESTIMATED PERIOD OF PERFORMANCE</u> |
|----------------|------------------------|-----------------------|--|
| 7000 | [REDACTED] | [REDACTED] | 1 Mar 2015 - 29 Feb 2020 |
| 9001 | [REDACTED] | [REDACTED] | 1 Mar 2015 - 29 Feb 2020 |

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7100 [REDACTED] [REDACTED] 1 Mar 2016 - 28 Feb 2017

9100 [REDACTED] [REDACTED] 1 Mar 2016 - 28 Feb 2017

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

(c) CLINs/SLINs _____*_____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "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.

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

(a) Contract Administration Office.

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

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

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

| Functions Retained | Retained for Performance By: |
|--------------------------------|------------------------------|
| FAR 42.302(a)(3), (16), (51) | PCO |
| FAR 42.302 (a)(38), (39), (58) | COR |
| | |
| | |

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

| Additional Functions | Retained for Performance By: |
|----------------------|------------------------------|
| None | |
| | |
| | |
| | |

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

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining

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residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.234-9528 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.

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

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A004. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A004. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment 5 shall be utilized as required herein and attached to the report.

(a) **Incurred Costs:**

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(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 5.

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 5. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 5. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Saving Clause."

(b) **Progress:** A description of progress made during the invoice period by labor category shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

Accounting Data

| SLINID | PR Number | Amount |
|---|------------|-----------|
| ----- | | |
| BASE Funding 0.00 | | |
| Cumulative Funding 0.00 | | |
| MOD 01 Funding 0.00 | | |
| Cumulative Funding 0.00 | | |
| MOD 02 Funding 0.00 | | |
| Cumulative Funding 0.00 | | |
| MOD 03 | | |
| 700001 | 1300481577 | 633063.97 |
| LLA : | | |
| AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002752798 | | |
| CIN: 130048157700001 | | |
| 900101 | 1300481577 | 24723.00 |
| LLA : | | |
| AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002752798 | | |
| CIN: 130048157700003 | | |
| MOD 03 Funding 657786.97 | | |
| Cumulative Funding 657786.97 | | |
| MOD 04 Funding 0.00 | | |
| Cumulative Funding 657786.97 | | |

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MOD 05 Funding 0.00
Cumulative Funding 657786.97

MOD 06 Funding 0.00
Cumulative Funding 657786.97

MOD 07 Funding 0.00
Cumulative Funding 657786.97

MOD 08

700002 1300546384 88000.00
LLA :
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003248634
CIN# 130054638400001

MOD 08 Funding 88000.00
Cumulative Funding 745786.97

MOD 09

710001 1300549958 460840.00
LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003277053
CIN: 130054995800001

910001 1300549958 21976.00
LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003277053
CIN: 130054995800002

MOD 09 Funding 482816.00
Cumulative Funding 1228602.97

MOD 10

710002 1300584868 270000.00
LLA :
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003536103
CIN: 130058486800001

MOD 10 Funding 270000.00
Cumulative Funding 1498602.97

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

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

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

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 TPCO for contractor employees requiring IT access, [TBD] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N

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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 NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the 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.

5252.210-9501 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

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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.

5252.227-9507 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.

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

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

™

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

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

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

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

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

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thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)<!--[if !supportLineBreakNewLine]--><!--[endif]-->

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance—Liability to Third Persons" and shall be maintained in the minimum amounts shown:
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<!--[endif]-->

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: N/A per person and N/A per occurrence for bodily injury, other than passenger liability; N/A per occurrence for property damage. Passenger bodily injury liability limits of N/A per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

NAVAIR Clause 5252.237-9503 Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services is in effect only for assets obtained in accordance with paragraph (a) and (b) of this clause. Effective 01 October 2015, NMCI services will be provided by the Government.

(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 7 in Section J.

(e) See Attachment 7 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.

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(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 7 in Section J.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: [AIR-2.5.1.4, 22299 Exploration Drive, Lexington Park, MD. 20653.](#)

13RA H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members American Electronics, Inc. proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.

2. In addition, for Orders under Item 4000 or Option Item 7000, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.

3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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SECTION I CONTRACT CLAUSES

Note: All provisions and clauses of Section I of the Basic Seaport-e Multiple Award Contract apply to this task order unless otherwise specified in this task order.

CLAUSES INCORPORATED BY REFERENCE

| | |
|--|------------|
| FAR 52.222-17 Nondisplacement of Qualified Workers | (JAN 2013) |
| FAR 52.222-41 Service Contract Act of 1965 | (NOV 2007) |
| FAR 52.232-18 Availability of Funds | (APR 1984) |

CLAUSES INCORPORATED BY FULL TEXT

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 sixty (60) days.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; 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 66 months.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

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

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

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

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$__0.00____ or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

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

*This Statement is for Information Only:
It is not a Wage Determination*

| Employee Class | Monetary Wage | Fringe Benefits |
|-------------------|---------------|-----------------|
| Supply Technician | \$28.55 | \$15.42 |
| General Clerk III | \$18.74 | \$10.12 |

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| Shipping/Receiving Clerk | \$15.09 | \$8.15 |
| Data Entry Operator II | \$15.69 | \$8.47 |
| Data Entry Operator I | \$14.38 | \$7.77 |
| Warehouse Specialist | \$18.02 | \$9.73 |
| Truck Driver, Heavy | \$19.18 | \$10.36 |

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause --

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media. "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within any information system.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item

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identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall-

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum-

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how -

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information system security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>)).

Access Control Audit & Accountability

| Access Control | Audit & Accountability | Identification & Authentication | Media Protection | System & Comm Protection |
|----------------|--------------------------|---------------------------------|-------------------------------------|--------------------------------|
| AC-2 | AU-2 | IA-2 | MP-4 | SC-2 |
| AC-3(4) | AU-3 | IA-4 | MP-6 | SC-4 |
| AC-4 | AU-6(1) | IA-5(1) | | SC-7 |
| AC-6 | AU-7 | | Physical & Environmental Protection | SC-8(1) |
| AC-7 | AU-8 | Incident Response | PE-2 | SC-13 |
| AC-11(1) | AU-9 | IR-2 | PE-3 | |
| AC-17(2) | | IR-4 | PE-5 | SC-15 |
| AC-18(1) | Configuration Management | IR-5 | | SC-28 |
| AC-19 | CM-2 | IR-6 | Program Management | |
| AC-20(1) | CM-6 | | PM-10 | System & Information Integrity |
| AC-20(2) | CM-7 | Maintenance | | SI-2 |
| AC-22 | CM-8 | MA-4(6) | Risk Assessment | SI-3 |
| | | MA-5 | RA-5 | SI-4 |

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| Awareness & Training | Contingency Planning | MA-6 |
| AT-2 | CP-9 | |

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or it subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding any cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber

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incident, the Contractor shall --

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise.

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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SECTION J LIST OF ATTACHMENTS

Exhibit A- Contract Data Requirements Lists (CDRLs) DD Form 1423, A001-A004

Attachment 1: Quality Assurance Surveillance Plan (QASP)

Attachment 2: DD Form 254, Contract Security Classification Specification

Attachment 3: Wage Determination No. 15-2103; Revision No: 02; Date 29 Dec 2015

Attachment 4: Access to Government-Owned Warehouse Space and Equipment

Attachment 5: Incurred Cost Report

Attachment 6: Data Item Transmittal/Acceptance/Rejection Form

Attachment 7: NMCI Instructions

Attachment 8: List of Key Personnel -Updated 2/26/2015

Attachment 9: NMCI Approval Form - 3/1/2015 thru 2/29/2016

Attachment 10: NMCI Approval Form - 3/1/2015 thru 2/29/2016