

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4089				2. DELIVERY ORDER NO. 4Y05		3. EFFECTIVE DATE 2009 Apr 10		4. PURCH REQUEST NO. N68335-08-NR-55144		5. PRIORITY DO-C9	
6. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060			CODE N68335	7. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			CODE S3915A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR NDI Engineering Company 100 Grove Rd. Thorofare NJ 08086-0518			CODE 4X596	FACILITY 131085896		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		X SMALL	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED		WOMEN-OWNED	
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G					
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
NDI Engineering Company			Frank Walton CEO								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA BY: /s/ELAINE M LOVERING					25. TOTAL \$253,029.57		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: _____									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE			g. E-MAIL ADDRESS			FINAL			34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL					
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

Contract N00178-04-D-4089, Delivery Order 4Y05 is a result of solicitation N00024-08-R-3117.

POINTS OF CONTACT

The Contract Specialist is Francis Hufnell.
Phone (732) 323-2902, e-mail francis.hufnell@navy.mil

The Contracting Officer is Elaine Lovering.
Phone (732) 323-5221, e-mail elaine.lovering@navy.mil

The Task Order Manager is Robert Cormack.
Phone (732) 323-7475, e-mail robert.cormack@navy.mil

Funding provided with the Task Order award is to incrementally fund Labor CLIN 1000 and NMCI CLIN 3002 as outlined below.

ACRN AA funds Task 0001, Operations Support in Norfolk, Virginia.

ACRN AB funds Task 0002, Operations Support in Lakehurst, New Jersey.

ACRN AC funds Task 0003, Operations Support, CIP in Lakehurst, New Jersey.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Labor Costs for the Base Period. The contractor shall provide support services in accordance with Section C. (WCF)	8000.0	LH	\$212,805.16	\$17,024.41	\$229,829.57
100001	Funding for CLIN 1000 in the amount of \$41,715 for Task 0001 (O&MN,N)					
100002	Funding for CLIN 1000 in the amount of \$146,700 for Task 0002 (WCF)					
100003	Funding for CLIN 1000 in the amount of \$38,350 for Task 0003 (WCF)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Travel Costs for the Base Period. (WCF)	1.0	Lot	\$5,000.00
3001	Material Costs for the Base Period (WCF)	1.0	Lot	\$5,000.00
3002	NMCI Costs for the Base Period (WCF)	1.0	Lot	\$13,200.00
300201	Funding for CLIN 3002 in the amount of \$1,650 for Task 0001 (O&MN,N)			
300202	Funding for CLIN 3002 in the amount of \$3,300 for Task 0002			

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(WCF)

300203 Funding for CLIN
3002 in the
amount of \$1,650
for Task 0003
(WCF)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor Costs for Option Period I. The contractor shall provide support services in accordance with Section C. (WCF) Option	8000.0	LH	\$213,420.60	\$17,073.65	\$230,494.25
4001	Labor Costs for Option Period II The contractor shall provide support services in accordance with Section C. (WCF) Option	8000.0	LH	\$214,057.49	\$17,124.60	\$231,182.09
4002	Labor Costs for Option Period III. The contractor shall provide support services in accordance with Section C. (WCF) Option	8000.0	LH	\$214,716.89	\$17,177.35	\$231,894.24
4003	Labor Costs for Option Period IV. The contractor shall provide support services in accordance with Section C. (WCF) Option	8000.0	LH	\$215,399.15	\$17,231.93	\$232,631.08

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel Costs for Option Period I. (WCF) Option	1.0	Lot	\$5,000.00

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6001	Material Costs for Option Period I. (WCF) Option	1.0 Lot	\$5,000.00
6002	NMCI Costs for Option Period I (WCF) Option	1.0 Lot	\$13,900.00
6003	Travel Costs for Option Period II. (WCF) Option	1.0 Lot	\$5,500.00
6004	Material Costs for Option Period II. (WCF) Option	1.0 Lot	\$5,000.00
6005	NMCI Costs for Option Period II. (WCF) Option	1.0 Lot	\$14,550.00
6006	Travel Costs for the Option Period III. (WCF) Option	1.0 Lot	\$5,500.00
6007	Material Costs for the Option Period III. (WCF) Option	1.0 Lot	\$5,000.00
6008	NMCI Costs for the Option Period III. (WCF) Option	1.0 Lot	\$15,300.00
6009	Travel Costs for the Option Period IV. (WCF) Option	1.0 Lot	\$6,000.00
6010	Material Costs for the Option Period IV. (WCF) Option	1.0 Lot	\$5,000.00
6011	NMCI Costs for the Option Period IV. (WCF) Option	1.0 Lot	\$16,100.00

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the

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performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

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

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

For informational purposes only, the Government Estimate per period is as follows:

*Indicates Key Personnel

Labor Category Estimated Hours

Labor Category	Base Year Hours	Option Year I Hours	Option Year II Hours	Option Year III Hours	Option Year IV Hours
*Program Manager (Government Site)	200	200	200	200	200
*Administrative Clerk (Government Site)	7,800	7,800	7,800	7,800	7,800

Travel Estimate

Base Period \$5,000

Option Period I \$5,000

Option Period II \$5,500

Option Period III \$5,500

Option Period IV \$6,000

Material Estimate

Base Period \$5,000

Option Period I \$5,000

Option Period II \$5,000

Option Period III \$5,000

Option Period IV \$5,000

NMCI Estimate

Base Period \$13,200

Option Period I \$13,900

Option Period II \$14,550

Option Period III \$15,300

Option Period IV \$16,100

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Task 001

Provide operations support services to the NAWCAD Lakehurst Prototype, Test & Manufacturing Division and the NAWCAD Voyage Repair Teams (VRT) in Norfolk, VA and Mayport, FL. The services to be provided will be performed on site at Lakehurst, NJ and Norfolk VA. Travel between these facilities and to other facilities, including Mayport FL and San Diego, CA, may be required. Depending on workload requirements, more than one individual may be required to perform the function at each location.

- Under the cognizance of the Division Head and Branch Heads, provide support in the execution of the department human resources and staffing plans. This will entail tracking staffing levels, maintaining personnel files as current and up-to-date for over 300 employees, and ensuring that Branch Heads are advised of changes in personnel forms, actions, policies and procedures. The personnel affected are both civilian and military and are located at Lakehurst, Norfolk VA, Mayport FL, and San Diego, CA. This includes the tracking and updating of employee position descriptions (in accordance with changes made by the employee's supervisor). In addition, other necessary information such as weld certifications, licensing, medical physicals, leave balances, etc. shall be monitored and maintained.
- Perform analyses of the Division personnel. Analyses will include retention and loss based analyses for long range staffing plans and prediction of voluntary separations (e.g., retirements). Skills categories and staff levels (e.g., machinists versus welders versus assembly personnel) will be analyzed with consideration of the current and anticipated business base to predict under- and over-capacity to minimize cost and schedule impacts/risks. Employee grade/pay scale issues will be considered to predict future cost and funding levels.
- Serve as the liaison to the cognizant support activities/groups to assist with the resolution of personnel support matters. Serve as the focal point responsible for the dissemination of information relevant to personnel management support.
- Facilitate the processing of personnel forms and requests for personnel action. This will include coordination with outside departments and personnel to ensure timely execution of division management initiated personnel actions. Maintain tracking data for all personnel actions in the appropriate Access and Excel data repositories.
- Provide support to the Division Head and Branch Heads in the execution of the Performance Appraisal Rating system (PARs). This is an employee rating system which involves initial statements of employee duties and ranking criteria for the upcoming year, mid-year reviews, and final, end-of-year, reviews. Assist in the preparation of the PARs tracking forms, monitor manager's progress in executing the system, update employee files, and submit all required documentation to the Human Resources Office (HRO).
- Develop and maintain MS Access Databases and Excel spreadsheet files to track the employee information cited above.

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- Provide support to the Division Head in maintaining employee security classifications and ensuring appropriate levels of access and restriction. Develop and maintain an Access database to track staff security clearance data. Develop queries that sort staff by expiration dates – both for Secret and Confidential clearance expiration dates. Develop MS Access queries to produce reports based on Division Head and Branch Head query criteria.
- Monitor security regulations and ensure the Division Head and Branch Heads are knowledgeable of current policies, procedures, regulations and requirements.
- Process visit requests associated with visitor access to PTMD facilities, including foreign national access.
- Provide general operational and administrative support to the production and administrative staff and management. Process documents and provide data support for travel orders, personnel issues/actions, medical surveillance, training, etc. Develop charts, graphs, and other visual presentation materials.
- Perform operations cost analyses. Develop data documenting operating costs of a broad range of operations that support multiple manufacturing projects in contrast to the direct costs of labor for individual projects. Monitor allocation of project related funds to support operations which benefit the project.
- Facilitate cost sharing and allocation of costs by projects for commonly used services and other items (e.g., fair sharing of costs like rigging, forklift services).
- Maintain technical publications and other references (i.e., operate a small, in-house technical library). Update publications to ensure service changes and other documents are incorporated into reference documents.
- Support management of the Capital Purchase Program (CPP). Track proposals and the execution of projects using MS Project, MS Excel, and other Microsoft based software. Maintain MS Excel data files. Track program and project milestones including funding receipt dates, obligation due dates, and accomplishment of milestones. Prepare status reports for management. Prepare data for use in data calls. Prepare project submission forms and packages. Prepare presentations, data call responses, note books of projects, track funds expenditure, commitments, collect, collate and review technical and financial status reports. Perform long range planning. Format **and prepare proposal packages.**

Task 002 Contractor Progress Reporting

The Contractor shall furnish a Monthly Contractors' Progress, Status, and Management Report. This report shall be submitted not later than the second week of each calendar month beginning after the first full month after contract

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award. The report shall cover the actions performed and provide the required financial data for the prior calendar month. One report shall be submitted each month during the course of the contract. Data Item Description DI-MGMT-80227 (Item 62) applies for guidance only. The progress report shall include a detailed funding report which shows (a) the total amount funded, (b) the amount spent for the reporting period, (c) the total amount spent, and (d) the remaining balance. Where the contract contains both work hour limitations as well as actual dollar limits, the progress report shall include a statement of the hours authorized, hours expended for the period, and the total hours expended.

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SECTION D PACKAGING AND MARKING

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

DATA PACKAGING LANGUAGE

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

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 10 April 2009 - 9 April 2010.

The Period of Performance for Option Period I is 10 April 2010 - 9 April 2011.

The Period of Performance for Option Period II is 10 April 2011 - 9 April 2012.

The Period of Performance for Option Period III is 10 April 2012 - 9 April 2013.

The Period of Performance for Option Period IV is 10 April 2013 - 9 April 2014.

F-1 Task Order Options

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

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

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

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

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

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: Robert Cormack

Code: 4.8.8.4

E-mail: robert.cormack@navy.mil

Mailing Address: Naval Air Warfare Center AD
Highway 547, Building 148
Code 4.8.8.4
Lakehurst, NJ 08733

Telephone: (732) 323-7475

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

Cost: \$216,567.59 Fee: \$16,797.41 Cost Plus Fixed Fee: \$233,365.00

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

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

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

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performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for 7,893 hours. The following details funding to date:

Total: \$233,365.00

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (DEC 2007)

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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

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

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

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

WAWF Invoice Type:	Access the following web site for information on invoice types: http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html - Click on Vendor, then Determine Type of Document to Create. Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N68335
Admin Office DODAAC:	See block 6 of Task Order front page. Enter Admin Office DODAAC
Inspector DODAAC	N68335
Ship To DODAAC (for Combo), Service Acceptor	N68335

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DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	
DCAA Office DODAAC (Used on Cost Voucher's only):	Enter DCAA Office DODAAC
Paying Office DODAAC:	Enter Paying Office DODAAC Located on Contract

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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

Name	Email	Phone	Role
Robert Cormack	robert.cormack@navy.mil	(732) 323-7475	Acceptor

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Accounting Data
SLINID  PR Number      Amount
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100001  130011972200001    41715.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111438

100002  130011972400001    146700.00
LLA :
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111440

100003  130011972300001     38350.00
LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111439

300201  130011972200001     1650.00
LLA :
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111438

300202  130011972400001     3300.00
LLA :
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111440

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300203 130011972300001 1650.00
LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000111439

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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Government for any delay, loss or damage as a result of the contractor's action.

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

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

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

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

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

SECURITY REQUIREMENTS

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

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

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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SECTION I CONTRACT CLAUSES

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

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirement List

QASP