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|---|---------------------|---------------|---|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES | |
| | U | 1 | 2 |

| | | | |
|-------------------------------------|----------------------------------|---|---------------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 01 | 3. EFFECTIVE DATE 01-Aug-2013 | 4. REQUISITION/PURCHASE REQ. NO. None | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00244 | 7. ADMINISTERED BY (If other than Item 6) CODE | S1002A |

NAVSUP FLC San Diego, Code 200
3985 Cummings Road
San Diego CA 92136-4200
lenette.santana@navy.mil 805-982-2193

DCMA ORLANDO
3555 MAGUIRE BLVD.
ORLANDO FL 32803-3726

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Logistic Services International, Inc 6111 Technology Court Jacksonville FL 32221-8104 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4430-NW01 |
| | 10B. DATED (SEE ITEM 13) 14-May-2013 |
| CAGE CODE 9S850 | FACILITY CODE |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

| | |
|-------------------------------------|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input checked="" 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 type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

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) | |
| | | Nancy Landeros, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/Nancy Landeros (Signature of Contracting Officer) | 01-Aug-2013 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to add special instructions for the payment office. Accordingly, said Task Order is modified as follows:

Add special payment instructions in section G of the task order.

PGI 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, 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.

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 [REDACTED] by [REDACTED] to [REDACTED].

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC Code | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|----------|--|------|------|------------|-----------|-------|
| ----- | ----- | ----- | ---- | ---- | ----- | ----- | ----- |
| 4000 | U006 | Training Center Support Services (OTHER) | 1.0 | LO | [REDACTED] | | |
| 400001 | U006 | Funding for CLIN 4000 (OTHER) | | | | | |
| 7001 | U006 | Training Center Support Services (OTHER) Option | 1.0 | LO | [REDACTED] | | |
| 7002 | U006 | Training Center Support Services (OTHER) Option | 1.0 | LO | [REDACTED] | | |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

TRAINING CENTER SUPPORT SERVICES

For Naval Construction Training Center, Port Hueneme, CA

1. BACKGROUND INFORMATION.

The Naval Construction Training Center (NAVCONSTRACEN) located at Naval Base Ventura County (NBVC), Port Hueneme, CA provides training, administration and logistics support for Seabees serving in all parts of the world. NCTC provides a wide range of construction courses including "A", "B", "C" and "F" classes.

2. SCOPE OF WORK.

Contractor shall provide instructor services in the disciplines of Seabee Project Planning and Execution, Construction Electrician, Equipment Operator, Engineering Aid, Utilitiesman, Builder, Construction Mechanic, General Construction and Steelworker . Instructors shall conduct classroom lectures and field instruction designed to impart technical knowledge to students. Contractor shall use Government provided training materials for instruction. Contractor shall provide scheduling and administrative support to NAVCONSTRACEN.

3. PERFORMANCE REQUIREMENTS.

3.1 Contractor shall provide instructors and administrative support services to support the NAVCONSTRACEN in accordance with the detailed requirements specified herein.

3.1.1 Classroom Training. The instructors shall Conduct classroom lectures and field instruction designed to impart technical knowledge in the principles of job planning, project site layout, estimating and material take off, resource leveling and techniques of construction management, as well as developing skills for various types of carpentry/masonry applications utilizing various hand/power tools and construction materials.

3.1.2 Present material in accordance with approved lesson plans and course control documents. Make adjustments in presentation, inject personal experiences as examples or other instructional methods to stimulate class participation, student motivation and instructor-student interaction. Provide remedial instruction as required.

3.1.3 Provide proper guidance to safely manipulate, position or transport heavy material, tools or equipment. Enforce the use of required safety equipment and demonstrates the proper procedures to safely operate tools and equipment.

3.1.4 Ensure classroom is available, visual information equipment is functioning properly, appropriate training aids are readily available and an adequate amount of classroom supplies are always on hand.

3.1.5 Incorporate training aids such as models, mock-ups and cut-ways to enhance training outcome. Frequently introduce innovative and new approaches to established classroom techniques.

3.1.6 Ensure students are aware of potential dangers from equipment and field hazards during field instruction, as well as what actions to take in the event of injury or other emergency.

3.1.7 Complete requests for materials and supplies required to conduct courses assigned.

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3.2. Monitor and evaluate student progress covering a full range of subjects in fundamentals and technical knowledge comparable to an apprentice carpenter and mason.

3.2.1 Prepare and administer formal and informal tests or quizzes. Review tests and quizzes for accuracy, appropriateness of material coverage and student understanding of the material. Ensure field/lab performance tests adhere to corresponding grading sheets.

3.2.2 Observe student classroom/field/lab activities and participation. Maintain classroom decorum by responding immediately to any instance of distraction or disturbance. Report all student absences and tardiness.

3.2.3 Counsel students in the areas of performance, deportment, attitude, or participation. Upon completion of counseling, complete appropriate documentation with recommendations and submit to COR.

3.2.4 If prescribed course material fails to meet the lesson objectives, make recommendations for modifications.

3.3 Monitor and evaluate effectiveness of courses covering a wide variety of topics in the designated curriculum.

3.3.1 Monitor and evaluate training effectiveness throughout course of instruction.

3.3.2 At the end of the course, complete an overall analysis of its effectiveness and makes substantive recommendations for changes in assigned unit of instruction.

3.3.3 May participate in task analyses for determining training requirements or in special staff studies of training and testing materials. Receive specific guidance on coverage, methodology, approaches, and sources to use.

3.4. Update lesson plans and field/lab performance grading sheets for broad courses in designated construction and mechanical skills curriculum equivalent to basic undergraduate or secondary level education.

3.4.1 Personalize lesson plans for assigned course while working within prescribed course framework. Ensure lesson plans employ the full range of instructional techniques and tactics. Determine the best method to convey course material to students using a combination of conventional teaching methods, (e.g., present the subject matter orally, field/lab demonstrations or practical exercises on equipment).

3.4.2 As course material is updated, revise lesson plans to include new material. Assess impact of new material and coordinates with other related courses of instruction.

3.4.3 Follow lesson plans, deviating to reach and motivate students of diverse ages, backgrounds and levels of interest, or to accommodate other unavoidable circumstances. Adjust class or field sessions to accommodate unscheduled delays and minimize disruption to established course schedules.

3.5 Administer examinations, retests, and coordinates supporting information. Order career development courses and examinations, coordinate enrollment status changes, and schedule testing with training manager and supervisors.

3.5.1 Design, assemble, and administer on-site examinations for resident courses. Assemble test items into a test instrument for administration to students. Administer and proctor the examination to include providing instruction to students, monitoring for any dishonest or arbitrary behavior and controlling test security, collecting completed student examinations and other scratch paper or notes written on during the test.

3.5.2 Score and analyze student examinations. Machine scores multiple response examinations, coordinate directorate scoring of discussion questions, and assemble total examination scores for many uses. Report examination pass/fail scores, as well as specific lessons requiring remediation for each student failure. Maintain academic examination records for all students. Assemble academic performance information for student review boards or other uses.

3.5.3 Maintain test item data bank and historical data related to test item reliability, validity, and difficulty. Provide data summary to appropriate contact if trends indicate a problem with reliability, validity or difficulty. Assist in writing reports, staff summaries and provides input for operating instructions based on instructional

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changes or initiatives as directed related to testing procedures.

3.6. Use computer programs to facilitate training functions, specifically Corporate Enterprise Training Activity Resource System (CETARS), tracking training courses, tracking initial certification/recertification training programs, maintaining information, and researching various specialty/technical training courses from outside sources.

3.6.1 Use graphics and spreadsheets to tally and assimilate data into reports for presentation to management in planning new and revised training/educational programs.

3.6.2 Input validated training requirements and other related information in the computer for production of program control documents. Ensure staff personnel are conducting ongoing data base integrity audits, and reviews procedures of organizational users to ensure data base is not being compromised.

3.7 Provide basic student administrative and personnel support.

3.7.1 Administrative support shall have typing skills and knowledge of the functions and procedures used in word processing and, if needed, other software as well as an extensive specialized vocabulary knowledge to create and edit various types of technical and non-technical documents. Operate a computer, peripheral equipment and appropriate software to perform various computer operations in the support of office operations, such as producing reports, maintaining databases, and inputting time card and travel order information.

3.7.2 Administrative functions to include:

- Print phase badges, ride share and rack and goal cards
- Create student folders, liberty logs, folders for graduating classes (i.e., medical, dental, grad certs, PIMs, Page 13 (AAP)).
- Maintain student archives.
- Print and update reports from information provided by instructors
- Assist instructors and students with graduation
- Student brief
- Input to student data base
- Administer phase tests on a weekly basis from information provided by instructors

3.7.2 Maintain and manage a roster of all on board students. Rosters shall be created using standard spreadsheet or database software, preferably Microsoft Excel or Access. Roster will contain, at a minimum, student name, date reported onboard, class assigned to and convening date, and graduation date. Consolidate information for various reports according to established procedures and deadlines.

3.7.3 Maintain a roster of students in holding company, providing the date and reason member was placed on hold, and member's current status.

3.7.4 Provide prospective students personalized welcome aboard information (as appropriate), and prepare certificates of completion upon graduation.

3.7.5 Ensures changes in student status are promptly communicated to the student registrar and Navy Military Training (NMT).

3.7.6 Liaison with servicing Personnel Support Detachment on issues regarding staff and student personnel matters; coordinate resolution of pay and personnel issues, facilitate prompt service record entries, coordinate all passenger transportation requirements in connection with permanent change of station order execution, and coordinate order modifications in the event a student setback conflicts with scheduled transfer date.

3.7.7 Maintain automated property account records. Coordinate and perform full physical inventories

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semi-annually, and unannounced spot checks. Prepare property reports. Update property records. Research and prepare missing, lost, stolen or recovered government property records for property assigned to NAVCONSTRACEN.

4. COURSE DESCRIPTIONS AND SCHEDULES

Courses range in length from one week to 15 weeks and are scheduled year round. Maximum students per class range from 8 to 12 students. Course schedules are posted on a weekly basis by the Training Department for the following three months. Due to the frequent operational changes of supported units, class schedules are very dynamic.

5. SECURITY REQUIREMENTS

All contractor employees performing under this contract will be subject to a National Agency Check and Inquiries (NACI). This is the minimum level of investigation required of contractor employees as a condition to access to Federal facilities and information systems. It is essentially a check of law enforcement records, and written inquiries to schools, police departments, and other references to verify an employee's status. The required background investigations, in turn, require a fingerprint check of each individual.

6. GOVERNMENT FURNISHED EQUIPMENT AND FACILITIES.

NAVCONSTRACEN will provide office space, space to conduct classes, office supplies, commercial telephone access, office equipment to include desk, chair, use of computer, training equipment such as projectors and VCR, graphic support to prepare training aids and publicity, and copy reproduction services.

All information, training materials, publicity and records pertaining to the contracted service will be property of the Navy.

7. MISCELLANEOUS CONTRACTOR INFORMATION

7.1 Work Schedule

NAVCONSTRACEN courses are generally taught Monday through Friday between the hours of **0830** and **1730** with one hour of lunch per day. Minor adjustments to the schedule might occur due to the operational tempo, but the work week will not exceed 40 hours.

7.2 Holidays

The following are holiday observed by the Government. The contractor is advised that access to the Government installation will be restricted on these holidays:

HOLIDAY OBSERVANCE

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New Year's Day 1 January

Martin Luther King Jr. Birthday 3rd Monday in January

President's Day 3rd Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

Veteran's Day 11 November

Thanksgiving 4th Thursday in November

Christmas Day 25 December

In the event any of the above holidays occur on a Saturday or a Sunday, then the holiday shall be observed in accordance with the practices of the Government installation.

7.4 Place of Performance

On-site work will be performed at NAVCONSTRACEN located at NBVC, Port Hueneme, CA.

7.5 Period of Performance:

The desired period of performance shall be one year base period and two (2) one year option periods.

8.0 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Construction Training Center, Port Hueneme, California 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>.

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SECTION D PACKAGING AND MARKING

All the provisions of Section D clauses in accordance with the Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order.

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

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SECTION E INSPECTION AND ACCEPTANCE

All the provisions of Section D clauses in accordance with the Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order plus the following:

52.246-5 INSPECTION AND ACCEPTANCE OF SERVICES

Inspection and acceptance shall be performed by the Government Representative at Destination and in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000 6/1/2013 - 5/31/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000 6/1/2013 - 5/31/2014

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

7001 6/1/2014 - 5/31/2015

7002 6/1/2015 - 5/31/2016

Services to be performed hereunder will be provided at Naval Construction Training Center, Port Hueneme, CA.

Base Period

1 June 2013 - 31 May 2014

Option Year I

1 June 2014 - 31 May 2015

Option Year II

1 June 2015 - 31 May 2016

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order will be identified in Block 6 on page one of the task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (46), and (47).

(2) The function of FAR 42.302(b)(4) negotiating and executing supplement agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirement, and for the crediting of any overpayment made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address.

(3) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

CONTRACTING OFFICER REPRESENTATIVE (COR)

(a) The Contracting Officer Representative (COR) for this task order is:

LT Renekia M. Mewborn
805-982-4170
renekia.mewborn@navy.mil

(b) Only the Task Order Ordering 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 Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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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 Central Contractor Registration 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

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

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 | HQ0338 |
| Issue By DoDAAC | N00244 |
| Admin DoDAAC | S1002A |
| Inspect By DoDAAC | _____ |
| Ship To Code | _____ |
| Ship From Code | _____ |
| Mark For Code | _____ |
| Service Approver (DoDAAC) | N0612A |
| Service Acceptor (DoDAAC) | N0612A |
| Accept at Other DoDAAC | _____ |
| LPO DoDAAC | N0612A |
| DCAA Auditor DoDAAC | HAA801 |
| Other DoDAAC(s) | _____ |

(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.

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(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.

barbara.esposito@navy.mil
ruben.dedicatoria@navy.mil

(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.

Not applicable

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

(End of clause)

SPECIAL PAYMENT INSTRUCTIONS

PGI 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, 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.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|------------|
| 400001 | | [REDACTED] |
| LLA : | | |
| AA 1731804 22M8 252 3594A 0 068566 2D CPH039 0612A3IAKTRQ | | |
| Standard Number: N0612A13RCPH039 | | |

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(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 [insert "during the term of the contract" or "during the first 30 DAYS of the contract", no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

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(3) Standard Workmen'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.

ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1992) (NAVSUP)

This clause provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two underlying principles which this clause seeks to avoid are preventing the existence of conflicting roles that might bias a Contractor's judgment and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or the production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major components utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two years thereafter.

(b) If, under this contract, the Contractor will prepare and furnish complete specifications covering non-developmental items, to be used in a competitive acquisition, the Contractor shall not be permitted to furnish these items, either as a Prime Contractor or Subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to Contractors who furnish specifications or data at Government request or to situations in which Contractors act as Government representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the Contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the Contractor shall not supply the system, its major components, or the services unless the contractor is the sole source, the Contractor has participated in the development and design work, or more than one Contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract and for three years thereafter.

(d) If, under this contract, the Contractor will provide technical evaluation of products or advisory and assistance services, the Contractor shall not provide such services if the services relate to the Contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the Contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the Contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

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

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an

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event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

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

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

(3) the dollar amount;

(4) the period of performance; and

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

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SECTION I CONTRACT CLAUSES

All the provisions of Section I clauses in accordance with Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order plus the following.

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 30 days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

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 employee expected to be employed under the contract and states the wages and fringe benefits payment to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

The following statement is for INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

| Employee Class | Monetary Wage | Fringe Benefits |
|-------------------------|---------------|-----------------|
| Technical Instructor | \$30.64 | \$11.11 |
| Secretary/Admin Support | \$20.70 | \$ 7.50 |

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Quality Assurance Surveillance Plan

Attachment 2 - Contract Administration Plan

Attachment 3 - Wage Determination