

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 07		3. EFFECTIVE DATE 27-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N00421-09-MR-56501	
5. PROJECT NO. (If applicable) N/A				
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 helen.choo@navy.mil 301-757-9740	CODE N00421	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) National Technologies Associates, Inc. 6601 Little River Turnpike, Ste 215 Alexandria VA 22312		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4088-M804
		10B. DATED (SEE ITEM 13) 01-Feb-2007
CAGE CODE 8V131	FACILITY CODE 132281031	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) In accordance to FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Sally Fecteau, Contracts Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle L Briscoe, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Sally Fecteau (Signature of person authorized to sign)	15C. DATE SIGNED 29-Jan-2009	16B. UNITED STATES OF AMERICA BY /s/Michelle L Briscoe (Signature of Contracting Officer)	16C. DATE SIGNED 29-Jan-2009

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

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 exercise option year 2 and to provide incremental funding for continued contract performance. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

1. The word option is hereby deleted where ever it appears in the task order with referece to Contract Line Item Numbers (CLINs) 1200 and 3200.

2. Clause 5252.232-9504 under Section G, Contract Administration Data, paragraph (e) is hereby referenced below:

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

(e) Informational SLINs, e.g. 000101, are as follows:

See Accounting Data below.

3. In Section G, Contract Administration Data, the line of accounting under SLIN 120001 and 320001 is hereby added as follows:

120001 1300117409-0001 3679960.49
LLA :
AD 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000090575
CIN: 130011740900001
CIN: 130011740900002

320001 1300117409-0001 217211.60
LLA :
AD 97X4930 NH2A 252 77777 0 050120 2F 000000
COST CODE: A00000090575
CIN: 130011740900001
CIN: 130011740900002

4. In Section G, Contract Administration Data, Clause 5252.232-9104 I ALLOTMENT OF FUNDS is hereby deleted and replaced in its entirety as follows:

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:

Base Year:

PERIOD OF PERFORMANCE: 1 February 2007 through 31 January 2008
ITEM(S): CLINS 1000 AND 3000

CLIN 1000

ALLOTTED TOTAL CPFF: \$3,575,600.00

ALLOTTED TO COST: \$3,351,812.16

ALLOTTED TO FEE: \$223,787.84

CLIN 3000

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ALLOTTED TOTAL COST: \$349,170.00

Option Year 1:

PERIOD OF PERFORMANCE: 1 February 2008 through 31 January 2009

ITEM(S): CLINS 1100 AND 3100

CLIN 1100

ALLOTTED TOTAL CPFF: \$3,808,130.28

ALLOTTED TO COST: \$3,569,789.88

ALLOTTED TO FEE: \$238,340.40

CLIN 3100

ALLOTTED TOTAL COST: \$289,000.00

Option Year 2:

PERIOD OF PERFORMANCE: 1 February 2009 through 31 January 2010

ITEM(S): CLINS 1200 AND 3200

CLIN 1200

ALLOTTED TOTAL CPFF: \$4,080,295.00

ALLOTTED TO COST: \$3,824,920.00

ALLOTTED TO FEE: \$255,375.00

CLIN 3200

ALLOTTED TOTAL COST: \$289,000.00

(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 (1100 and 3100) 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 performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for support services for the Presidential Helicopter program. The following details funding to date:

Total

Base Year: CLINs 1000 & 3000

Total Funded - \$3,924,770.00

Total Unfunded - \$196,302.00

CLIN 1000

Total CPFF - \$3,726,072.00

Previous Funding - \$3,575,600.00

Funds this Action - \$0.00

Balance Unfunded - \$150,472.00

CLIN 3000

Total COST - \$395,000.00

Previous Funding - \$349,170.00

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Funds this Action - \$0.00
Balance Unfunded - \$45,830.00

Option Year 1: CLINs 1100 & 3100

Total Negotiated Dollar Value: \$4,250,398.00
Total Funded - \$4,097,130.28
Total Unfunded - \$153,267.72

CLIN 1100

Total CPFF - \$3,961,398.00
Previous Funding - \$3,459,257.31
Funds this Action - \$348,872.97
Balance Unfunded - \$153,267.72

CLIN 3100

Total COST - \$289,000.00
Previous Funding - \$289,000.00
Funds this Action - \$0.00
Balance Unfunded - \$0.00

Option Year 2: CLINs 1200 & 3200

Total Negotiated Dollar Value: \$4,080,295.00
Total Funded - \$3,679,960.49
Total Unfunded - \$472,122.91

CLIN 1200

Total CPFF - \$4,080,295.00
Previous Funding - \$0.00
Funds this Action - \$3,679,960.49
Balance Unfunded - \$400,334.51

CLIN 3200

Total COST - \$289,000.00
Previous Funding - \$0.00
Funds this Action - \$217,211.60
Balance Unfunded - \$71,788.40

TOTAL FUNDS AVAILABLE ON CONTRACT (BASE YEAR, OPTION YEAR 1 and OPTION YEAR 2) - \$11,919,072.37.

All other terms and conditions remain of the subject task order remain unchanged and full force and effect.

The total amount of funds obligated to the task is hereby increased by \$3897172.09 from \$8021900.28 to \$11919072.37.

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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 for Acquisition Logistics and Maintenance Engineering Support for the VH-71 Aircraft. (OTHER)	1.0 Lot	\$3,492,894.41	\$233,177.59	\$3,726,072.00
100001	Incremental Funding in support of CLIN 1000 (OTHER)				
100002	Incremental Funding in support of CLIN 1000 (OTHER)				
1100	Labor for Acquisition Logistics and Maintenance Engineering Support for the VH-71 Aircraft. (OTHER)	1.0 Lot	\$3,713,465.00	\$247,933.00	\$3,961,398.00
110001	Incremental Funding in support of CLIN 1100 (OTHER)				
110002	Incremental Funding in support of CLIN 1100 (OTHER)				
1200	Labor for Acquisition Logistics and Maintenance Engineering Support for the VH-71 Aircraft. (OTHER)	1.0 Lot	\$3,824,920.00	\$255,375.00	\$4,080,295.00
120001	Incrementally fund in support of CLIN 1200 (OTHER)				

For ODC Items:

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Item	Supplies/Services Qty	Unit	Est. Cost
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3000	ODC in support of CLIN 1000. Base year. Estimated Material -\$20,000.00 Estimated Travel - \$320,000.00 Estimated NMCI - \$55,000.00 (OTHER)	1.0 Lot	\$395,000.00
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300001	Incremental Funding in support of CLIN 3000 (OTHER)		
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3100	ODC in support of CLIN 1100. Option year 1. Estimated Material - \$21,000.00 Estimated Travel - \$210,000.00 Estimated NMCI - \$58,000.00 (OTHER)	1.0 Lot	\$289,000.00
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310001	Incremental Funding in support of CLIN 1100 (OTHER)		
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3200	ODC in support of CLIN 1200. Option year 2. Estimated Material - \$21,000.00 Estimated Travel - \$210,000.00 Estimated NMCI - \$58,000.00 (OTHER)	1.0 Lot	\$289,000.00
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320001	Incremental Funding in support of CLIN 3200 (OTHER)		
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For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4300	Labor for Acquisition Logistics and Maintenance Engineering	1.0 Lot	\$3,939,671.00	\$263,037.00	\$4,202,708.00
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Support for the
VH-71 Aircraft.
(OTHER)
Option

4400	Labor for Acquisition Logistics and Maintenance Engineering Support for the VH-71 Aircraft. (OTHER) Option	1.0 Lot	\$4,057,850.00	\$270,927.00	\$4,328,777.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6300	ODC in support of CLIN 4300. Option year 3. Estimated Material - \$22,000.00 Estimated Travel - \$215,000.00 Estimated NMCI - \$58,000.00 (OTHER) Option	1.0 Lot	\$295,000.00
6400	ODC in support of CLIN 4400. Option year 4. Estimated Material - \$22,000.00 Estimated Travel - \$215,000.00 Estimated NMCI - \$58,000.00 (OTHER) Option	1.0 Lot	\$295,000.00

Additional SLINs may be created to accommodate different types of funds that may be used to fund this effort.

All CLINs are Cost Reimbursable.

The exercise of option CLINs 4300, 4400, 6300, and 6400 are contingent upon the award term option period at the basic contract level being exercised.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C - PERFORMANCE-BASED STATEMENT OF WORK (PBSOW)

1.0 INTRODUCTION: The Department of the Navy is acquiring acquisition logistics and maintenance engineering support for the new VH-71 Helicopter Program.

2.0 BACKGROUND: The VH-71 is the replacement helicopter for the Presidential Helicopter Program. The new helicopter is being procured as the new Presidential Helicopter (ACAT 1D) replacing the VH-3D and VH-60D. Upon active service, the VH-71 will be assigned to Marine Helicopter Squadron One (HMX-1). The mission of HMX-1 is to provide safe and timely transportation for the President and Vice President of the United States, members of the President's Cabinets, and Foreign Dignitaries as directed by the White House Military Office (WHMO). When the President is onboard Marine One, this aircraft is the Commander-in-Chief's primary command and control platform and must provide the President with the flexibility and capabilities required to execute the duties of the office. This program will require a highly trained, skilled, and motivated team to provide the acquisition logistics and maintenance engineering support to produce the required documentation to place this aircraft into service.

3.0 SCOPE OF WORK: This Statement of Objectives (SOO) defines the overarching requirements for providing Acquisition Logistics and Maintenance Engineering to PMA-274 for the VH-71 Integrated Product Team (IPT). The Statement of Work (SOW) resulting from this SOO shall be a performance based Statement of Work to be incorporated into a Cost-Plus-Fixed-Fee task order.

4.0 APPLICABLE DIRECTIVES: DoDD 5000.1 The Defense Acquisition System, DoDI 5000.2 Operation of the Defense Acquisition System, Defense Acquisition Guidebook (supersedes DoDD 5000.2-R), all applicable Navy Directives, Instructions, Handbooks, and policy driven documentation.

5.0 PERFORMANCE BASED REQUIREMENTS:

5.1 SUPPORTABILITY AND READINESS – The Contractor shall actively participate in the analysis and review of Supportability Data and make written recommendations to the Maintenance Planning Integrated Product Team (IPT) to update maintenance planning documentation through the Integrated Logistics Support (ILS) systems engineering process in order to optimize VH-71 availability and affordability.

5.1.1 Maintenance Plans - The Contractor shall continually review delivered maintenance planning data (LSA 024 Reports, Preliminary Maintenance Plans, 300/400 Series Data Packages) and conduct analysis regarding: (1) accurate level of repair documentation; (2) reliability performance/readiness degradation impacts; (3) cost; (4) on-aircraft/off-aircraft maintenance task evolution; (5) utilization of innovative maintenance practices; and (6) supportability impacts of design changes. The Contractor shall document findings, propose alternative strategies if necessary and make recommendations to the cognizant Logistics Element Manager (LEM) or Deputy Assistant Program Manager for Logistics (DAPML) as appropriate. Supporting maintenance data analysis shall be provided to ensure accurate maintenance concept decisions can be made.

5.1.1.a Increment 1 Maintenance Plans - The Contractor shall review all delivered Maintenance Plans for Increment 1 aircraft and make written recommendations to influence Increment 2 supportability. This shall be accomplished through the following process: (1) Identify the parameters for all levels of maintenance to be analyzed; (2) Develop measurement criteria; (3) Select hardware systems to be analyzed; (4) Acquire data; (5) Develop and apply analytical methodology; (6) Analyze input data; (7) Conduct sensitivity analysis; (8) Develop alternatives; (9) Compare alternatives against existing maintenance philosophies (Reliability Centered Maintenance/Integrated Maintenance Plans); and (10) Present findings and recommendations.

5.1.1.b Increment 2 Maintenance Plans - The Contractor shall ensure, with Government supervision, recommended Maintenance Plan updates to the Increment 2 configuration are evaluated as described in the process laid out in 5.1.1.a and then recorded for support of all SDD activities and schedules; for both operational support of the Pilot Production (PP) aircraft; and Low Rate Initial Production (LRIP) aircraft.

5.1.1.1 Failure Mode Effect and Criticality Analyses - The Contractor shall assist as necessary to ensure supportability analyses are conducted as an integral part of the systems engineering process throughout the system life cycle. Failure Mode Effect and Criticality Analyses (FMECA) will be based on the FMECAs developed during the

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engineering process. The Contractor shall ensure Reliability Block Diagrams include Mean Flight Hour Between Operational Mission Failure (MFHBOMF) and Mean Time to Repair (MTTR) factors, based either on engineering predictions or updated based on actual usage data as it becomes available. The Contractor shall assist the VH-71 Maintenance Planning IPT to develop and maintain a RCM Program Plan to specify program details, ground rules and assumptions to be used for the RCM analysis. The Contractor shall receive updates to the current Integrated Reliability Centered Maintenance System (IRCMS) documented RCM and verify data against actual usage data. Analysis will be conducted to identify any required changes to the existing logistics support structure and maintenance philosophy. The Contractor shall review maintenance tasks against existing maintenance concepts, proposed engineering changes and potential Performance Based Logistics (PBL) initiatives to determine actual system level performance characteristics against proposed concepts.

5.1.1.2 Logistics Management Information - The Contractor shall assist as necessary with the development, integration and maintenance of a VH-71 Program Logistics Management Information (LMI) database. The Contractor shall utilize MIL-PRF-49506 as guidance while evaluating program data to ensure it is captured in a MIL-STD-1388-2B compatible database as defined by the 1949 checklist and ground rules attached to the SAP. The Contractor shall also use NA 00-25-406 as a guide for the analysis of delivered data. The Contractor shall ensure output is available in the form of standardized reports and full Logistics Support Analysis Reports (LSAR) compatible files importable by other MIL-STD-1388-2B applications.

5.1.1.3 Investigations, Technical Studies and Evaluations - Contractor personnel shall participate in the following Supportability & Program IPT activities: (1) Design concept studies/trade studies/comparing alternative concepts; (2) Design concepts being considered by engineering personnel evaluated by supportability personnel for factors such as accessibility, standardization, personnel impacts, training impacts, maintainability, transportability and advanced technology sensitivities; (3) Trade studies that focus on improving supportability of current designs being carried forward, and that analyze the positive and negative impacts that new technologies will bring to bear upon support systems; (4) Concept risk identification and evaluation; (5) Supportability risks and readiness drivers analysis with existing/comparative systems; (6) System accomplishment of newly identified missions evaluation in regard to supportability; (7) Design reviews; (8) Integrated Logistics Support Management Team (ILSMT) Meetings; (9) Logistics Management Reviews (LMR); (10) Readiness Improvement Reviews (RIP); (11) "Make-or-Buy" decisions; and (12) Selection of subcontractors and vendors.

5.1.1.4 Workload Transitions Plans - The Contractor shall participate in IPT activities, perform selected supportability analyses, and update previously developed supportability products.

5.1.1.5 Technical Recommendations - The Contractor shall document all findings, propose alternative strategies and make written recommendations to the cognizant LEM or DAPML on maintenance concept changes or ALS matters. Technical Reports will be provided as required in accordance with Proposed CDRL A004.

5.1.2 Training - The Contractor shall be an active participant in the VH-71 Training IPT meetings, taking notes and accepting action items for the team. Action items would include coordinating follow-up meetings to schedule simulator test activities with the aircraft test team, establishing working groups to purchase common equipment for the simulator and the Systems Integration Laboratory (SIL), evaluating impacts of modifications to the aircraft software drop schedule for impact upon training products, presenting mitigation strategies, coordinating training plans for test personnel to qualify on the aircraft, and evaluating documentation for use in the training system as well as providing products of the training system for use in the aircraft program. Action items will be tracked locally as well as using the action item tracking functions available on VH Express.

5.1.2.1 Training System Course Materials - The Contractor shall generate long range schedules for each aircraft software release, identifying specific pilot and maintenance personnel courses, and specifying required class quotas, instructors, material and calendar dates. The Contractor shall evaluate incremental releases of the Lesson Design Document and ensure they are properly updated prior to follow on courseware deliveries. Incremental releases of courseware will be evaluated using Small Group Tryouts to tailor the final training products exactly to HMX-1 requirements.

5.1.2.2 Contractual Document Compliance - The Contractor shall track and review compliance requirements unique to training systems to the appropriate Statement of Work, Specifications, and CDRLs of the VH-71 training systems.

5.1.2.3 Requirements Analysis - The Contractor shall utilize the Training Situation Document (TSD) and updates as the central baseline document for tracking requirements. The Training Systems Plan (TSP) will be utilized for curricula and training device requirements evaluation.

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5.1.2.4 Cost Versus Training Effectiveness Monitoring - The Contractor shall provide technical expertise to assist in determining the optimum VH-71 operator training device solution. The Contractor shall analyze the proposed architecture and the anticipated cost of simulated versus stimulated components. The Contractor shall make written recommendations on Trainer effectiveness to the Assistant Program Manager for Training Systems (APMTS).

5.1.2.5 Program Research and Reporting - The Contractor shall: (1) Plan and coordinate training system meetings; (2) Perform all administrative tasks; (3) Prepare and distribute the agenda at least three weeks in advance of the meeting; (4) Provide expertise to the meeting Chairperson; (5) Provide subject matter experts; (6) Record the proceedings, maintain action items (as required), prepare minutes for client approval, and provide digital and hard copy minutes to all attendees; and (7) Provide reports, as required, to ensure timely and accurate control of all actions and follow-up on remaining open actions.

5.1.3 Manpower - The Contractor shall compare the existing legacy aircraft to the US101 to determine the Knowledge and Skills required to support this aircraft platform. The process will include, but is not limited to: (1) Identify all Military Occupational Specialties (MOS) and training curriculum currently in place to maintain replacement aircraft; (2) Identify all MOSs and required training needed to support the VH-71 helicopter; (3) Identify facility requirements and limitation deltas directly related to VH-3D, VH-60N and VH-71 to provide survey recommendations to the Client; (4) Identify Individual Training Standards (ITS) for each MOS; (5) Identify Increment 2 follow-on training requirements; and (6) Identify common and dissimilar ITS for all affected MOSs and determine if new training is needed.

5.1.4 Supply Support - The Contractor shall assist in the development and establishment of a VH-71 closed loop supply network through which the following capabilities will be present: (1) Aircraft component inventory is managed and tracked from the point of Government acceptance to its end of life; (2) Retail material management at HMX-1 Quantico, VA and a wholesale supply warehouse at the Presidential Helicopter Support Facility (PHSF) in Patuxent River, MD, will be included; (3) Parts that move between the two activities will remain in the closed loop system, monitored by U.S. cleared personnel, and transported via secure or commercial couriers at all times. The Contractor shall provide expertise and information to ensure positive control and security of the aircraft and its components. The Contractor shall ensure that all serialized components, Ready For Issue (RFI) and Non-RFI, will be tracked by serial number within this closed loop system.

5.1.4.1 Spares Requirements - The Contractor shall conduct and/or validate provisioning analysis to include repairable spares and repair parts required to support and maintain all fielded systems or subsystems. The Contractor shall ensure spares and repair parts are modeled using an Organizational Level (O-level) to Depot/Original Equipment Manufacturer (OEM) infrastructure. The Contractor shall provide oversight of inventory management.

5.1.4.2 Configuration Data - The Contractor shall ensure that SA is completed properly so that sparing of new or modified equipment meets spares support requirements. The Contractor shall follow the guidelines as established in the VH-71 Configuration Management Plan (CMP) so that Nomenclature Requests (Form DD-61) are managed appropriately. The Contractor shall also provide program specific ILS-ECP review procedures that will allow identification of the impact(s) of ECPs on support resources, maintenance and LCC requirements for the VH-71. Procedures will consider: (1) collection of standard LSA/Maintenance Plan Analysis (MPA) requirements and baseline procedures relative to the analysis of ECPs; (2) recommendation of baseline procedures in conjunction with the baseline LSA/MPA procedures; (3) establishment of criteria for identifying ECPs requiring impact analysis; (4) development of subset procedures for updating approved data and Maintenance Plans resulting from engineering changes; (5) definition of documentation requirements and worksheet formats for documenting ECP impact; and (6) recommendation of procedures for ILS-ECP impact analysis.

5.1.4.3 Failure Reporting, Analysis and Corrective Action System (FRACAS) - The Contractor shall monitor Reliability, Maintainability and Testability (R,M&T) engineers and shall be cognizant of the R,M&T control program as it is integrated into the overall VH-71 program. This includes the capability to conduct FRACAS data analysis during the design, test and demonstration of the VH-71. The Contractor shall ensure there is traceability from any requirement to its supportability requirements and from any fielded support or maintenance requirement (preventative or corrective) to a documented engineering failure.

5.1.4.4 Program Data - The Contractor shall employ the Master Data and Assumptions List (MDAL) and utilize a systems approach in the analysis of available data to optimize the program's spare part inventory and control requirements.

5.1.4.5 Readiness Based Sparing (RBS) - The Contractor shall evaluate the results of RBS and ensure the Prime Contractor utilizes logistics support software programs as necessary in order to continuously search for spares and

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repair solutions that maximize fleet availability while maintaining minimum cost. The Contractor shall validate the RBS modeling results of the Prime Contractor before spares procurement. The Contractor shall reference the MDAL for details on exact modeling parameters used to determine sparing requirements. The Contractor shall measure system performance in terms of AO defined as the probability that the system will be operationally available to meet mission requirements. AO assessments will incorporate system reliability, maintainability, and logistics performance capabilities. 5.1.4.6 Readiness Goals - The Contractor shall assist in the establishment of the processes, tools, methods, standards, organizational structure and responsibilities that provide required materiel availability through product life.

5.1.5 Support Equipment - The Contractor shall assist in the establishment and maintenance of a VH-71 Support Equipment (SE) program focused on providing optimal SE support solutions for all planned acquisition phases and milestones of the VH-71 program. The Contractor shall assist in the identification of SE needed to meet all operation, maintenance and transport requirements of the VH-71. The Contractor shall act as an SE IPT member, and shall monitor all SE issues, concerns and schedule constraints. The Contractor shall collect source data from engineering, Prime Contractors, and the client to provide recommendations for the most cost effective solution that satisfies all SE requirements. Once the appropriate data is collected, the Contractor shall assist in the generation of all necessary Support Equipment Requirement Documents (SERDs). The Contractor shall identify tool candidates for the VH-71 Program.

5.1.5.1 PSE - The Contractor shall evaluate existing SE, identify SE requiring modification, and identify new or Peculiar Support Equipment (PSE) requirements. This SE effort will occur concurrently with program development in order to meet planned system support dates for all phases and events, including SDD, HMX-1 Transition/Stand-up, Production & Deployment, and Operations & Support. The Contractor shall recommend the Logistics Support Analysis (LSA) levels for each PSE end item. The Contractor shall support the requirements of the Navy/Marine Corps maintenance tool control program (Reference OPNAVINST 4790.2 series). In support of this, the Contractor shall assist in the development of a list of recommended tools by nomenclature, task usage, need, shop grouping, part number, stock number, vendor, Commercial and Government Entity (CAGE) Code, unit cost, quantity, and extended cost. The Contractor shall assist the Government with the review of the list and determine the next course of action for procurement of tools, toolboxes, kitting, cutouts, laser etching, and tool control manual development.

5.1.6 Facilities - The Contractor shall perform comprehensive analyses for all VH-71 site activations, to include facilities requirements documentation and issue resolution. These activities will include, but will not be limited to: (1) Development and distribution of Site Activation Plans (SAPs); (2) Planning and conduct of site surveys; (3) Development and distribution of Site Evaluation Reports (SERs); (4) Update of the VH-71 Facilities Requirements Document (FRD); and (5) Resolution of logistics issues associated with each location.

5.1.6.1 Recommendations - The Contractor shall work with the Prime Contractor to develop and update generic SAPs for operational sites, any appropriate Intermediate level maintenance sites, and Depot sites. The generic plan will baseline all logistics requirements for the designated site type and provide the basic framework for the conduct of the site survey. Logistics support requirements will be documented for the generic introductory needs of the VH-71 aircraft, with specific site details added as a result of site surveys. Upon delivery of the SAP by the Prime Contractor, the Contractor shall review the deliverable, address shortfalls with the Prime Contractor and ensure proper updates are incorporated. The Contractor's analysis shall include all logistics elements such as: (1) Facilities; (2) Supply Support; (3) PHS&T; (4) Technical Data (IETM); (5) Training and Training Devices; (6) Support Equipment; (7) Manpower and Personnel; (8) Computer Resources; (9) Maintenance Planning; and (10) Unique Aircraft design requirements. The Contractor shall be responsible for the internal distribution of the SAP to the Government. 5.1.6.2 Site Analysis - The Contractor shall plan, organize and conduct site surveys of VH-71 operational sites, Intermediate level and Depot level maintenance sites, and deployed locations, when directed. The Contractor shall collect, analyze, document and present the findings of the site survey in a comprehensive Site Evaluation Report (SER).

5.1.7 Packaging, Handling, Storage and Transportation (PHS&T) - The Contractor shall assist in the development of a PHS&T Plan which: (1) Maximizes the use of commercial and industry packaging standards for best value; and (2) Applies military standards and specifications when commercial packaging cannot meet the known distribution and environmental requirements. The Contractor shall analyze and assign packaging codes in accordance with MIL-STD-2073-1D and shall coordinate with Naval Inventory Control Point (NAVICP), Philadelphia, PA Code 0771 to ensure that an approved packaging solution is achieved. For items requiring development of new/modification of existing reusable containers, the Contractor shall assist in the delivery of component level drawings and engineering data as described in the PHS&T Plan. The VH-71 Government/Contractor team, with industry, will design, develop, and test new specialized containers, as required, to protect system components and assemblies for which there is no existing container. The Contractor shall ensure all preservation/packing/markings is in accordance with the contract requirements. The Contractor shall make recommendation for modifications to existing containers when features are

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not adequate to handle and move containers quickly, efficiently, and safely. The Contractor shall identify all unique items that require special PHS&T or environmental protection requirements, such as special fixtures. For these items, the Contractor shall provide PMA-274 (as required) with the following data: dimensioned assembly/installation drawings, net weight, fragility factor, special markings, any special packing and preservation requirements, and environmental requirements if the item is classified as hazardous material or if constant source of energy is required during transportation and storage. The Contractor shall identify items requiring special storage requirements and shall implement transportation operations compliant with the requirements and procedures detailed in the Supply Support Plan (Annex F) and the PPIP (Annex D).

5.1.8 AME/Technical Data - The Contractor shall identify sustainment and systems administration support requirements of the AME. The Contractor shall utilize Peer Reviews, Government In Process Reviews, and Internal VH-71 Program Reviews to ensure that all required legacy aircraft and program modification updates result in technical data that is fully Americanized with the correct terminology and spelling. The Contractor shall provide expertise at technical manual data IPRs. The Contractor shall review all TMERs for incorporation into the IPR version of the IETM. Contractor personnel shall participate in the Validation and Verification process. The Contractor shall ensure AME issues and concerns are presented to the CRS DAPML for the following areas of AME: (1) Maintenance (integrated with OOMA); (2) Aircraft Health and Usage Monitoring System (HUMS); (3) Maintenance Control System (MCS); (4) Interrogative Diagnostics System (IDS); (5) Interactive Electronic Technical Manuals (IETMS); (6) Lockheed Martin Supply System (LMSS); (7) Engineering Data System (EDS); (8) Software Loading System (SLS); (9) Training; (10) Learning Management System (LMS); and (11) Learning Content Management System (LCMS). The Contractor shall assist as necessary with the development and validation of Technical Data products necessary to document VH-71 operation/maintenance activities at O-Level support. The Contractor shall ensure that the technical manual content is consistent with the Government approved Maintenance Plans developed by the VH-71 ILS program. The Contractor shall assist as required to ensure that existing technical documentation shall be used when practical, and when the consistent look and feel of the IETM is not affected. Existing manuals shall be reused in part, or in total, to the maximum extent practical while maintaining consistency within/across manuals. The Contractor shall ensure newly developed equipment O-Level maintenance procedures are integrated into a single Class V Type II Advanced Functionality IETM for use in supporting the complete VH-71 aircraft systems/equipment. The Contractor shall ensure the range of Type II Advanced Functionality IETM meets the capabilities defined by the VH-71 ALS SOW. The Contractor shall ensure operating procedures are documented in an electronic format and be made available as part of the same platform used for accessing the IETM files.

5.1.9 Computer Resources - The Contractor shall participate as a member of the Computer Resources Working Group (CRWG), and assist with the analysis and development of a CRS plan that meets the operational requirements for the VH-71 program. To accomplish this, the Contractor shall focus on the following areas: (1) PEDD/Laptop Selection; (2) NMCI Integration; (3) Software Loading Processes; (4) Mission Planning; (5) HMX-1 Detachment Concept of Operations (CONOPS); (6) Supply Support CONOPS; and (7) Maintenance CONOPS. The Contractor shall provide assistance in the development and evaluation of the Computer Resources Life-Cycle Management Plan (CRLCMP). The Contractor shall assist in the identification of program-related CRS support issues, and provide planning and mitigation strategies for addressing the identified issues. The Contractor shall assist in compiling the maintenance planning data received from subcontractors and developing sub-system level fault detection, fault isolation, and equipment removal and replacement procedures consistent with the approved maintenance concept. Faults shall be traceable from the Fault Tree back through the FMECA to the Functional Block Diagrams. The Contractor shall assist in the development of a Fault Detection/Fault Isolation (FD/FI) planning document/matrix that identifies all system and subsystem component contributions to the overall FD/FI of 95%.

5.1.10 Diminishing Manufacturing Sources and Material Shortages (DMSMS) - The Contractor shall serve as a standing member of the DMSMS Management Team (DMT) to assist in development of program process improvements and shall be assigned to DMSMS Working Groups. The Contractor shall support the DMSMS IPT in the execution of the PMA-274 VH-71 DMSMS program and plan. The Contractor shall assist in managing an action tracker database, processing alerts from the Prime Contractor through the Program Office, using OMIS for tracking systems when required, develop out year budget estimates for POM reviews, and prepare regular DMSMS reports and status briefings to the PMA and DASN(L). Meetings or DMSMS Working Groups will be convened as required to expeditiously address DMSMS issues. The Contractor shall participate in: (1) Weekly teleconferences between PMA-274 Focal Point and Prime Contractor; (2) Monthly DMSMS IPT Program Reviews and training sessions; (3) Quarterly Program Manager Reviews (PMRs); and (4) Annual DMSMS IPT Program Reviews.

5.2 CONFIGURATION MANAGEMENT (CM)

5.2.1 Develop Specific CM Elements - The Contractor shall coordinate CM matters and assist in the resolution of associated problem areas, including coordination and establishment of the program position on policies and

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procedures relating to Configuration Item (CI) control and status as a supporting member of the Configuration Review Board. The Contractor shall perform the following functions in support of the VH-71 CM program: (1) Select CIs at appropriate levels of the product structure; (2) Determine the types of configuration documentation required for each CI to define its performance, function and physical attributes, including internal and external interfaces; (3) Review configuration documentation in order to develop and procure software/parts/material, fabricate and assemble parts, inspect and test items, and maintain systems; and (4) Assist the CM Manager in determining the appropriate configuration control authority for each configuration document consistent with logistic support planning for the associated CI.

5.2.1.1 Feasibility - The Contractor shall review change recommendations for adequate reliability and supportability of the modification for the duration of its useful life. The Contractor shall provide program specific ILS-ECP review procedures that will allow identification of the impact(s) of ECPs relative to support resources, maintenance and LCC requirements for the VH-71. Procedures will consider: (1) Collection of standard LSA/MPA requirements and baseline procedures relative to the analysis of ECPs; (2) Recommendation of baseline procedures in conjunction with the baseline LSA/MPA procedures; (3) Establishment of criteria for identifying ECPs requiring impact analysis; (4) Development of subset procedures for updating approved data and Maintenance Plans resulting from engineering changes; (5) Definition of documentation requirements and worksheet formats for documenting ECP impact; and (6) Recommendation of procedures for ILS-ECP impact analysis.

5.2.1.2 Management Control Techniques - The Contractor shall develop and recommend management control techniques to track modifications, plans, and reports; analyze and track scheduled versus actual events; and respond to requests for technical information on similar items. The Contractor shall: (1) Maintain a repository for all CM change documentation, technical directives and correspondence; (2) Conduct technical analyses and provide VH-71 CM status based on information provided by Prime Contractors and Fleet input; (3) Provide a matrix report to include TDs, ECPs, and incorporation schedules; and (4) Provide configuration status change documentation to include the results of ongoing analyses performed to ensure each new system is compatible with life cycle planning relative to the VH-71 aircraft and its systems and subsystems.

5.2.1.3 Changes vs. ALS Requirements - The Contractor shall conduct analyses of ILS documentation related to the CM Program, such as ECPs, proposed RAMECs, and TDs and provide recommendations for timely CM, ECPs, RAMECs, and TDs review, implementation, and support. The Contractor shall also: (1) Conduct analyses of proposed VH-71 weapon system TDs; (2) Conduct continuous document review to ensure compliance with approved ECPs and Technical Directive Detailed Data Sheets (TDDDs); and (3) Ensure all affected logistics elements have been addressed per current NAVAIR 00-25-300.

5.2.1.4 Existing/Emerging Requirements - The Contractor shall provide CM and analysis services to include the review, planning, design, development, implementation and maintenance of existing and emerging requirements for CM processes, procedures and functions. The Contractor shall coordinate or assist in the coordination of the following functions: (1) Ensuring that each IPT team member is trained in the processes and procedures required for effective CM and assuring implementation of the PMA-274 CMP; (2) Providing staffing input/concurrence for all ECPs, RAMECs, RFDs, etc.; (3) Providing reports as required and assisting in maintaining the CMP; (4) Implementing CCB decisions; (5) Maintaining up-to-date status of implementing actions; (6) Maintaining metrics, conducting audits, establishing baselines, and ensuring change information is submitted into a configuration accounting system; and (7) Ensuring the Business Financial Manager (BFM) and Configuration Manager are on distribution for all Requests for Proposals (RFPs), amendments, and contract documents that pertain to Modifications.

5.2.1.5 Unique Identification (UID) - The Contractor shall assist with the establishment and updating of a UID Plan. The Contractor shall assist the UID Logistics Team Lead in managing the logistics effects of the DoD UID directives. The Contractor shall maintain the PMA 274 UID Registry database, assist in preparation of reports, briefings, budgets, program execution, personnel, training, and material resource requirements. The Contractor shall: (1) Be familiar with DoD UID policies and programs; (2) Address the affects of UID on CM, Tech Pubs, SE, and system maintenance; and (3) Ensure the UID markings are in accordance with the Defense Federal Acquisition Regulations Supplement (DFARS) clause 252.211-7003, Department of Defense (DoD) Policy Memorandum of July 29, 2003, Policy for UID of Tangible Items, and MIL-STD-130M (2005), Department of Defense Standard Practice Identification Marking of U.S. Military Property.

5.3 PERFORMANCE BASED LOGISTICS (PBL)

5.3.1 Alternative Strategies - The Contractor shall assist in: (1) Establishing a PBL IPT identifying key IPT Subject Matter Experts (SMEs) for assignment to the team; (2) Writing and socializing the Performance Based Agreement (PBA); (3) Developing the baseline for the Business Case Analysis (BCA) and coordinating with the AIR 4.2 cost

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analyst to make recommendations about which O&S elements/functions should be included within the scope of the PBL contract; (4) Providing an assessment of the pros and cons of each support alternative; (5) Performing a funding gap analysis to identify any funding shortfalls associated with the PBL contract; (6) Developing a contract strategy that may include an Acquisition Plan, Sources Sought document, and/or Justification and Approval (J&A); (7) Preparing the BCA (currently required by a series of DoD policy documents) which provides all the critical information needed to document and justify the decision made for sustainment support; and (8) Assessing teaming and partnering opportunities between the Prime Contractor and the HMX-1 providers of O-Level (and in very limited cases I-Level) maintainers, and between the Prime Contractor and any organic Depot level maintenance providers.

5.3.1.1 PBAs - The Contractor shall assist in developing a PBA that formalizes the commitment made by the PM to the Fleet operators. The PBA process requires continuous, open dialogue to ensure sustainment requirements and metrics are communicated properly.

5.3.1.2 Discussions - The Contractor shall assist in facilitating discussions with SMEs to provide the PM/APML an assessment of the pros and cons of each support alternative from the aspects of cost avoidance, risk assessment and Fleet (HMX-1) operational performance.

5.3.1.3 Funding/Contracting Strategies - The Contractor shall assist PMA-274/APML by identifying the funding appropriations associated with each of the O&S elements anticipated to be included within the scope of the sustainment contract.

5.3.1.4 Requirements - The Contractor shall assist the PM/APML in writing support-related PBAs by conducting SME interviews to ensure a common understanding of PBL objectives and to ensure critical requirements for all key functions are addressed.

5.3.1.5 Negotiations - The Contractor shall assist PMA-274/APML in conducting “Alpha” contract negotiations (as applicable) and to serve as a conduit between the PM/APML and the PBL provider to clarify PBL requirements.

5.3.1.6 Effectiveness - Same as Task 5.3.1.

5.3.1.7 Title 10 Compliance - The Contractor shall facilitate discussions to address potential Title 10/Core issues and advise the PM/APML of possible alternatives which will satisfy the applicable statutes(s) while providing maximum benefit to the VH-71 PBL.

5.3.1.8 Teaming/Partnering Agreements - For O-level maintenance support, the Contractor shall assist the PM/APML in drafting the MOA/U between the PBL provider and HMX-1, and socialize the document between the two organizations, as necessary.

5.4 BUSINESS CASE ANALYSIS (BCA)

5.4.1 Support Costs - The Contractor shall assist with BCA documentation by using the Cost Analysis Improvement Group (CAIG) O&S milestone estimates and coordinate with the AIR 4.2 cost analyst to make recommendations about which O&S elements/functions should be included within the scope of the PBL contract.

5.4.1.1 CBA - The Contractor shall, with the AIR 4.2 cost analyst, assist the PM/APML in preparing the support-related Cost Benefit Analysis (CBA) by comparing the Independent Government Estimate (IGE) to the PBL provider’s cost proposal.

5.4.1.2 BCA -The Contractor shall assist in the preparation of the BCA to include writing the Executive Summary, identifying the Methodologies and Assumptions/Approach, researching and documenting alternatives, conducting the risk assessment, and providing conclusions and recommendation(s).

5.5 OPERATIONAL SECURITY – The OPSEC program to be furnished under this contract shall be pursuant to the requirements herein:

5.5.1 The contractor shall provide OPSEC protection for all classified information (as defined in the FAR 4.401) and sensitive information (as defined in Title 1005, United States Code, Section 278g-3(d)(4)). Security policy, procedures, and requirements for classified information are provided in DOD Manual 005220.22-M, National Industrial Security Program Operating Manual (NISPOM). The concept of OPSEC is provided in National Security Decision Directive (NSDD) 298 of 22 January 1988, and OPNAVINST 3432.1. The contractor shall apply the framework for telecommunications security in Defense Federal Acquisition Regulation (CDRL, A001).

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5.6 GOVERNMENT FURNISHED PROPERTY – When it becomes necessary during the performance of this requirement, the Government Task Order Manager (TOM) will provide the Contractor with the Government Furnished Material (GFM)/Government Furnished Equipment (GFE)/Government Furnished Information (GFI) required to perform this SOW. The TOM will determine the value and distribute the items to the Contractor via DD Form 1149 with a copy sent to the Contracting Specialist. During the course of business, the Contractor shall identify and mark the GFM/GFE/GFI items and provide an annual inventory of the GFM/GFE/GFI items to the client for verification. Upon completion of the task, the TOM and the Contractor shall coordinate the return or disposal actions. Transfer of the GFM/GFE/GFI between the Contractor and the Government shall again be completed via submission of DD Form 1149.

5.6.1 Software - Software necessary to perform tasks will be provided by the Government, unless otherwise indicated.

5.6.2 Documentation - The Government will make available, to the Contractor, any existing documents, drawings or databases required to perform tasks under this order.

5.7 PERFORMANCE METRICS – The Contractor shall comply with the Performance Based Metrics contained in Attachment 1 to the Solicitation.

5.8 REVIEWS, MEETINGS, AND CONFERENCES – The Contractor shall (as directed) plan, organize and participate in annual ILSMT Meetings, monthly Program Management Meetings (PMM), quarterly Transition Task Force (TTF) Meetings, Prime Contractor Reviews, Avionics/Airframe/Power and Propulsion Logistics IPT meetings, Support Equipment TIMs, Supply Support Summits/Working Groups, Initial Operational Capability Supportability Reviews (IOCSRs), ILAs, and PBL Development and Implementation Meetings/Teleconferences. When directed, the Contractor shall produce conference agendas, meeting minutes, attendees lists, presentations, and issue/action sheets for meetings in accordance with proposed CDRLs A005, A006 and A007. Electronic presentations, as well as paper copies (black and white or color) shall be provided per the direction of the meeting hosts. Post-meeting evaluations will include recommendations for enhanced technical discussions, meeting facility requirements, and logistical implementation of proposed agendas. Written findings/recommendations shall be provided to the cognizant Government point of contact within ten days after completion of the meeting.

5.9 INTEGRATED LOGISTICS SUPPORT MANAGEMENT TEAM (ILSMT) MEETINGS – The Contractor shall: (1) Plan and coordinate meetings; (2) Perform all administrative tasks; (3) Prepare and distribute the agenda at least ten days in advance of the meeting; (4) Provide expertise to the meeting Chairperson; (5) Provide subject matter experts; (6) Record the proceedings, maintain action chits (as required), prepare minutes for client approval, and provide digital and hard copy minutes to all attendees; and (7) Provide reports, as required, to ensure timely and accurate control of all actions and follow-up on remaining open actions. The Contractor shall also develop and institute the use of a comprehensive Microsoft Project plan to support the execution of the VH 71 ILSMT Conference requirements. Additionally, the Contractor shall develop the VH-71 Acquisition Logistics Support Plan (ALSP) and distribute the document during the ILSMT for review and comment by ILSMT participants.

5.10 OTHER MEETINGS, REVIEWS, AUDITS, AND WORKING GROUPS – Previously addressed in sections 5.8 and 5.9.

6.0 DELIVERABLES:

6.1 Compatibility - The contractor shall provide for compatibility with NMCI systems, deliverables shall be produced under MS Office formats and provided to TOM and any designated Technical Points of Contact (TPOCs). Electronic submission is encouraged. Failure to provide deliverables correctly may require resubmission by the vendor.

6.1.1 Operations Security (OPSEC) Plan- **(CDRL A001)**

6.1.2 Funds and Man-Hour Expenditure Report- **(CDRL A002)**

6.1.3 Contractor's Progress, Status and Management Report- **(CDRL A003)**

6.1.4 Technical Reports **(CDRL A004)**

6.1.5 Conference/Meeting Agenda **(CDRLA005)**

6.1.6 Conference/Trip Reports **(CDRL A006)**

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6.1.7 Presentation Materials – (CDRL A007)

7.0 CONSTRAINTS:

7.1 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 elsewhere). 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).

Government Employees are allowed to voluntarily work a “Compressed Work Schedule” (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule an employee completed 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.

The Contractor awarded this contract, with agreement by the TOM, may allow its employees to work a CWS schedule. 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 vice the standard schedule are unallowable costs under this contract and shall 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 facility.

7.2 PLACE OF PERFORMANCE: The place of performance shall be at NAVAIR, Patuxent River, MD, Lakehurst, NJ and Cherry Point, NC. The contractor shall be required to perform 90% of the work at NAVAIR Patuxent River, MD, 5% at Lakehurst, NJ and 5% at Cherry Point, NC. This requirement shall be performed 75% on-site and 25% off-site. The contractor shall be within 30 miles of the primary place of performance, NAVAIR, Patuxent River, MD.

7.3 PERSONNEL/FACILITY SECURITY REQUIREMENTS: The majority of contractor personnel shall be co-located within the Presidential Helicopters Program Office. The majority of contractor personnel assigned to work on the VH-71 Program must have a current TOP SECRET clearance as well as any special accesses that may be required to gain insight into the Presidential Helicopter Program. Ninety Percent of all TOP SECRET SECURITY CLEARANCES MUST BE IN PLACE BY DATE OF AWARD. The contractor shall ensure that the remainder of required top secret clearances is completed within six months of contract award.

8.0 GOVERNMENT ESTIMATED TRAVEL COST PER YEAR: Travel as described below is required as part of contract performance and shall be included in the resultant SOW. Estimated travel for the base and each option year is as follows:

Destination	# of Trips	# of Days	# of People
Amarillo, TX	10	4	1
Cascina Costa, IT	8	5	2
Cherry Point, NC	6	3	2
Ft. Worth, TX	6	3	2
Lakehurst, NJ	4	5	3
Lynn, MA	6	3	1
Orlando, FL	6	3	2
Owego, NY	12	4	2
Pensacola, FL	4	3	1
Philadelphia, PA	4	6	2
Seattle, WA	4	3	2
Washington, DC	4	3	2
Yeovil, England	8	3	2

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All travel expenses will be authorized by the COR/TOCOR, and only those travel expenses having valid receipts and travel claims will be reimbursed to the Contractor. Travel will be reimbursed at cost in accordance with the Joint Travel Regulations (JTR).

9.0 GOVERNMENT ESTIMATED MATERIAL COST: The contractor may be required to provide materials and supplies. The contractor shall purchase miscellaneous supplies and hardware for report publication and dissemination and other equipment, supplies, reproduction, special binders, indexes, inserts, special packing and shipping, mailings, long distance telephone calls, and transparencies in support of this effort through Other Direct Cost (ODC). The materials expenses will be authorized by the Task Order Manager (TOM), and only those material expenses having prior TOM approval will be reimbursed to the contractor.

10.0 GOVERNMENT ESTIMATED NMCI COST: NMCI seats are required for all personnel supporting this effort.

This requirement is performance based as stated in attachment (1) of this task order.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award Basic Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, ESTIMATED at:

Base Labor CLIN 1000 01 Feb 07 - 31 Jan 08

Base ODC CLIN 3000 01 Feb 07 - 31 Jan 08

The period of performance for the following option items are from date of option exercise through 12 months thereafter, ESTIMATED at:

Option 1 Labor CLIN 1100 01 Feb 08 - 31 Jan 09

Option 1 ODC CLIN 3100 01 Feb 08 - 31 Jan 09

Option 2 Labor CLIN 1200 01 Feb 09 - 31 Jan 10

Option 2 ODC CLIN 3200 01 Feb 09 - 31 Jan 10

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, ESTIMATED at:

Option 3 Labor CLIN 4300 01 Feb 10 - 31 Jan 11

Option 3 ODC CLIN 6300 01 Feb 10 - 31 Jan 11

Option 4 Labor CLIN 4400 01 Feb 11 - 31 Jan 12

Option 4 ODC CLIN 6400 01 Feb 11 - 31 Jan 12

Place of Performance

Patuxent River Naval Air Station

Note: It is anticipated that no Temporary Additional Duty (TDY) assignments away from the primary site of performance will be required. However, the Government reserves the right to assign TDY tasks away from the primary duty station.

F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the contractor within 5 days of the current period of performance; provided, that the Government gives 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.

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

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years.

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire contract is cost type.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified cost.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

ALTERNATE I (NAVAIR)(JUN 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

See Accounting Data below.

(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

TASK ORDER MANAGER (TOM) APPOINTMENT (APR 2005)

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

Name: Rebecca M. Price

Code: AIR 6.6.1.6XB

Mailing Address: 48202 Bronson Road

Building 2805/Floor 2

Patuxent River, MD 20670

Telephone: 301-995-2811

DSN: 995-2811

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

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(c) 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, PCO or ACO has issued a formal modification.

For additional duties of a TOM, refer to attachment (3).

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (March 2006)

(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 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.

Issuing Office DODAAC	N00421
Admin Office DODAAC:	S2404A
Inspector DODAAC (if applicable):	N00421
Ship To DODAAC (for Combo),	DCMA dodaac
Service Acceptor DODAAC (for 2 in 1),	
Service Approver DODAAC (for Final Cost Voucher) (if applicable)	
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA722
Paying Office DODAAC:	HQ0338

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. 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) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated

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invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Rebecca M. Price	Rebecca.Price@navy.mil	301-995-2811	TOM

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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:

Base Year:

PERIOD OF PERFORMANCE: 1 February 2007 through 31 January 2008

ITEM(S): CLINS 1000 AND 3000

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CLIN 1000

ALLOTTED TOTAL CPFF: \$3,575,600.00

ALLOTTED TO COST: \$3,351,812.16

ALLOTTED TO FEE: \$223,787.84

CLIN 3000

ALLOTTED TOTAL COST: \$349,170.00

Option Year 1:

PERIOD OF PERFORMANCE: 1 February 2008 through 31 January 2009

ITEM(S): CLINS 1100 AND 3100

CLIN 1100

ALLOTTED TOTAL CPFF: \$3,808,130.28

ALLOTTED TO COST: \$3,569,789.88

ALLOTTED TO FEE: \$238,340.40

CLIN 3100

ALLOTTED TOTAL COST: \$289,000.00

Option Year 2:

PERIOD OF PERFORMANCE: 1 February 2009 through 31 January 2010

ITEM(S): CLINS 1200 AND 3200

CLIN 1200

ALLOTTED TOTAL CPFF: \$4,080,295.00

ALLOTTED TO COST: \$3,824,920.00

ALLOTTED TO FEE: \$255,375.00

CLIN 3200

ALLOTTED TOTAL COST: \$289,000.00

(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 (1100 and 3100) 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 performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for support services for the Presidential Helicopter program. The following details funding to date:

Total

Base Year: CLINs 1000 & 3000

Total Funded - \$3,924,770.00

Total Unfunded - \$196,302.00

CLIN 1000

Total CPFF - \$3,726,072.00

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Previous Funding - \$3,575,600.00
Funds this Action - \$0.00
Balance Unfunded - \$150,472.00

CLIN 3000

Total COST - \$395,000.00
Previous Funding - \$349,170.00
Funds this Action - \$0.00
Balance Unfunded - \$45,830.00

Option Year 1: CLINs 1100 & 3100

Total Negotiated Dollar Value: \$4,250,398.00
Total Funded - \$4,097,130.28
Total Unfunded - \$153,267.72

CLIN 1100

Total CPFF - \$3,961,398.00
Previous Funding - \$3,459,257.31
Funds this Action - \$348,872.97
Balance Unfunded - \$153,267.72

CLIN 3100

Total COST - \$289,000.00
Previous Funding - \$289,000.00
Funds this Action - \$0.00
Balance Unfunded - \$0.00

Option Year 2: CLINs 1200 & 3200

Total Negotiated Dollar Value: \$4,080,295.00
Total Funded - \$3,679,960.49
Total Unfunded - \$472,122.91

CLIN 1200

Total CPFF - \$4,080,295.00
Previous Funding - \$0.00
Funds this Action - \$3,679,960.49
Balance Unfunded - \$400,334.51

CLIN 3200

Total COST - \$289,000.00
Previous Funding - \$0.00
Funds this Action - \$217,211.60
Balance Unfunded - \$71,788.40

TOTAL FUNDS AVAILABLE ON CONTRACT (BASE YEAR, OPTION YEAR 1 and OPTION YEAR 2) - \$11,919,072.37.

All other terms and conditions remain of the subject task order remain unchanged and full force and effect.

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 253,374 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 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

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first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 980 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 Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work 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) Deleted per Amendment 0001

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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.

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 payments 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 percent (%) 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 requirement 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 fee 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 requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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Accounting Data
SLINID   PR Number           Amount
-----
100001   10202704           3205060.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000
Cost Code: 011530410050
CIN: 001020270400001

300001   10202704           229170.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000
Cost Code: 011530410050
CIN: 001020270400001

MOD 3

100001   10202704           (120000.00)
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000
Cost Code: 011530410050
CIN: 001020270400001

300001   10202704           120000.00
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000
Cost Code: 011530410050
CIN: 001020270400001

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MOD 4

110001 1300097530 3459257.31
 LLA :
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000
 Cost Code: WC018PR00797
 CIN: 130009753000001

310001 1300097530 289000.00
 LLA :
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000
 Cost Code: WC018PR00797
 CIN: 130009753000001

MOD 5

100002 1300103661 490540.00
 LLA :
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: WC018PR02464
 CIN: 130010366100001

MOD 6

110002 1300117409 348872.97
 LLA :
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000090575
 CIN: 130011740900001

MOD 7

120001 1300117409-0001 3679960.49
 LLA :
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000090575
 CIN: 130011740900001
 CIN: 130011740900002

320001 1300117409-0001 217211.60
 LLA :
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000
 COST CODE: A00000090575
 CIN: 130011740900001
 CIN: 130011740900002

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment used in the performance of this contract.

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

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

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

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

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

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

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

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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

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

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

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major component or subassembly of such system.

(e) Contracting restrictions.

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

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or

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specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

(3) the dollar amount;

(4) the period of performance; and

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

5252.211-9502 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.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or

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overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate

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is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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

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

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

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

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the associate contractors to ensure complete compatibility between equipment, data, and services for the to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Contractors : Lockheed Martin, Agusta, Agusta Westland, and Agusta Westland Bell.

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

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(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

[] is not known or available from other sources without obligations concerning its confidentiality;

[X] has not been made available by the owners to others without obligation concerning its confidentiality;

[] is not already available to the Government without obligation concerning its confidentiality; and

[] has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

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5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005) - ALT I (AUG 2003)

...(j) Certain data items identified in the DD Form 1423, Contractor Data Requirements List, require appropriate and timely data inputs from associate contractor(s) to permit the contractor to complete integrated data efforts. Should the lack of timely associate contractor support impede the contractor in discharging this obligation, the contractor shall accomplish the basic release of the integrated data less the associate contractor(s) input. The contractor shall update and forward the integrated data within thirty (30) days after receipt of associate contractor(s) input data.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 -- FIXED FEE (MAR 1997)

CLAUSES INCORPORATED BY TEXT

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 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 years.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Metrics

Attachment 2 - Task Order Manager (TOM) - Appointment Letter

Attachment 3 - Contract Security Classification Specification (Award) (DD Form 254)

Exhibit A - Contract Data Requirements Lists (CDRLs) (A001 - A007)