

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1      2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 04-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. 1300434071-0001	5. PROJECT NO. ( <i>If applicable</i> ) N/A		
6. ISSUED BY  NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 samantha.pennini@navy.mil 301-342-5541	CODE N00421	7. ADMINISTERED BY ( <i>If other than Item 6</i> )  DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A		

8. NAME AND ADDRESS OF CONTRACTOR ( <i>No., street, county, State, and Zip Code</i> )  Naval Systems, Inc. 21491 Great Mills Road, Suite 100 Lexington Park MD 20653-1220			9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED ( <i>SEE ITEM 11</i> )
			[X] 10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-14-D-7851-M801
			10B. DATED ( <i>SEE ITEM 13</i> )  01-Aug-2014
CAGE CODE 3PWC2	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (*If required*)**

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

- |     |  |
|-----|--|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( <i>Specify authority</i> ) 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 ( <i>such as changes in paying office, appropriation date, etc.</i> ) 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 ( <i>Specify type of modification and authority</i> )<br>52.243-2, Changes – Cost-Reimbursement and FAR 43.103(a)   |

E. IMPORTANT: Contractor  is not,  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 ( <i>Type or print</i> )  DIANA M. WALDORF, SENIOR CONTRACTS SPECIALIST		16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> )  J. Larry Mattingly, Contracting Officer		
15B. CONTRACTOR/OFFEROR  <i>/s/DIANA M. WALDORF</i> (Signature of person authorized to sign)	15C. DATE SIGNED  31-Jul-2014	16B. UNITED STATES OF AMERICA  BY <i>/s/J. Larry Mattingly</i> (Signature of Contracting Officer)	16C. DATE SIGNED  01-Aug-2014	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is to 1) revise Section C - Statement of Work (SOW) to separate APN and OPN funded tasking and include procurement wording in the introduction of each tasking paragraph (paragraphs 3.0 - 3.4); 2) update paragraphs 3.2.6 and 3.3.6 to indicate that the DMSMS tasking is related to mitigation review for obsolescence issues; 3) add C-TXT-ECMRA (Required Enterprise-Wide Contractor Manpower Reporting Application Information) to Section C - SOW; 4) update paragraph 9.0 of Section C - SOW to reflect correct Contract Data Requirement List (CDRL) and attachment numbers and 5) remove and replace Exhibit A - CDRLs and add CDRL A005 to Exhibit A. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from § by \$0.00 to §

The total value of the order is hereby increased from § by \$0.00 to :

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.1 (RDT&E Funded Tasks) (RDT&E)	1.0	LO			
700001	R706	Funding in support of CLIN 7000 (RDT&E)					
700002	R706	Funding in support of CLIN 7000 (RDT&E)					
7010	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (APN Funded Tasks) (APN)	1.0	LO			
701001	R706	Funding in support of CLIN 7010 (APN)					
7020	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (OPN Funded Tasks) (OPN)	1.0	LO			
702001	R706	Funding in support of CLIN 7020 (OPN)					
702002	R706	Funding in support of CLIN 7020 (OPN)					
7030	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.3 (O&MN Funded Tasks) (O&MN,N)	1.0	LO			
703001	R706	Funding in support of CLIN 7030 (O&MN,N)					
7040	R706	Data for 7000 Series CLINS NSP (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
7100	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of WorkParagraph 3.1 (Option Period 1) (RDT&E Funded Tasks) (RDT&E)	1.0	LO			
		Option					
7110	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 1) (APN Funded Tasks) (APN)	1.0	LO			
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7120	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 1) (OPN Funded Tasks) (OPN)	1.0	LO	\$		
		Option					
7130	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.3 (Option Period 1) (O&MN Funded Tasks) (O&MN,N)	1.0	LO	\$		
		Option					
7140	R706	Data for 7100 Series CLINS NSP (OTHER) (Option Period 1) (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7200	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.1 (Option Period 2) (RDT&E Funded Tasks) (RDT&E)	1.0	LO	\$		
		Option					
7210	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 2) (APN Funded Tasks) (APN)	1.0	LO	\$		
		Option					
7220	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 2) (OPN Funded Tasks) (OPN)	1.0	LO	:		
		Option					
7230	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.3 (Option Period 2) (O&MN Funded Tasks) (O&MN,N)	1.0	LO	\$		
		Option					
7240	R706	Data for 7200 Series CLINS NSP for Option Period2 (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7300	R706	Provide LogisticsSupport Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with	1.0	LO	\$		

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Section C Statement of Workparagraph 3.1 (Option Period 3) (RDT&E Funded Tasks) (RDT&E)					
		Option					
7310	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 3) (APN Funded Tasks) (APN)	1.0	LO	\$		
		Option					
7320	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 3) (OPN Funded Tasks) (OPN)	1.0	LO			
		Option					
7330	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.3 (Option Period 3) (O&MN Funded Tasks) (O&MN,N)	1.0	LO	\$		
		Option					
7340	R706	Data for 7300 Series CLINS NSP for Option Period3 (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7400	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.1 (Option Period 4) (RDT&E Funded Tasks) (RDT&E)	1.0	LO	\$		
		Option					
7410	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 4) (APN Funded Tasks) (APN)	1.0	LO	\$		
		Option					
7420	R706	Logistics Management Services for PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 4) (OPN Funded Tasks) (OPN)	1.0	LO	\$		
		Option					
7430	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management	1.0	LO	\$		

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Systems in accordance with Section C Statement of Workparagraph 3.3 (Option Period 4) (O&MN Funded Tasks) (O&MN,N)					
		Option					
7440	R706	Data for 7400 Series CLINS NSP for Option Period4. (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7500	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.1 (Option Period 5) (RDT&E Funded Tasks) (RDT&E)	1.0	LO	:		
		Option					
7510	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 5) (APN Funded Tasks) (APN)	1.0	LO	\$		
		Option					
7520	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.2 (Option Period 5) (OPN Funded Tasks) (OPN)	1.0	LO	\$		
		Option					
7530	R706	Logistics Management Services in support of PMA-213 Naval AirTraffic Management Systems in accordance with Section C Statement of Workparagraph 3.3 (Option Period 5) (O&MN Funded Tasks) (O&MN,N)	1.0	LO	\$		
		Option					
7540	R706	Data for 7500 Series CLINS NSP for Option Period5. (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	Other Direct Costs (Travel & Material)in support of 7000 series CLINs (base period) (Fund Type - OTHER)	1.0	LO	
900001	R706	Funding in support of CLIN 9000 (O&MN,N)			
900002	R706	Funding in support of CLIN 9000 (APN)			
900003	R706	Funding in support of CLIN 9000 (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900004	R706	Funding in support of CLIN 9000 (RDT&E)				
900005	R706	Funding in support of CLIN 9000 (OPN)				
900006	R706	Funding in support of CLIN 9000 (OPN)				
9050	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the base period of performance (7000 Series CLINs) in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO		
905001	R706	Funding in support of CLIN 9050 (O&MN,N)				
9100	R706	Other Direct Costs (Travel andMaterial) in support of 7100 Series CLINs in Option Period 1. (Fund Type - OTHER)	1.0	LO		
		Option				
9150	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the OptionPeriod 1 in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO		
		Option				
9200	R706	Other Direct Costs (Travel andMaterial) in support of 7200 Series CLINs in Option Period 2. (Fund Type - OTHER)	1.0	LO		
		Option				
9250	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the OptionPeriod 2 in accordance with 5252.237-9503 (Fund Type - OTHER)	1.0	LO		
		Option				
9300	R706	Other Direct Costs (Travel andMaterial) in support of 7300 Series CLINS in Option Period 3. (Fund Type - OTHER)	1.0	LO		
		Option				
9350	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the OptionPeriod 3 in accordance with 5252.237-9503 (Fund Type - OTHER)	1.0	LO		
		Option				
9400	R706	Other Direct Costs (Travel andMaterial) in support of 7400 Series CLINs in Option Period 4. (Fund Type - OTHER)	1.0	LO		
		Option				
9450	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the OptionPeriod 4 in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO		
		Option				
9500	R706	Other Direct Costs (Travel andMaterial) in support of 7500 Series CLINs in Option Period 5. (Fund Type - OTHER)	1.0	LO		
		Option				
9550	R706	Support of Government Property (NMCI seats) authorized in 5252.245-9500(a)(4) for the OptionPeriod 5 in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO		

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		Option				

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Naval Air Traffic Management Systems

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 INTRODUCTION.

Program Manager Air (PMA-213) is the Naval Aviation Enterprise's (NAE) Naval Air Traffic Management Systems Program Office. PMA-213 provides centralized full life cycle management of ship and shore based United States Navy, and United States Marine Corps air traffic control, precision approach and landing, expeditionary, and selected combat identification systems. Our core systems enable situational awareness and tracking capabilities that support every phase of flight operations, including launch, mission area management and recovery. They provide time-sensitive, critical information for every training, transport and combat mission. System management includes design, development, acquisition, test and evaluation, installation, in-service engineering and cradle-to-grave logistics support. PMA-213 accomplishes its responsibilities by employing integrated processes that directly involve Fleet users, NAE leadership, Office of the Chief of Naval Operations (OPNAV) resource sponsors, Naval Air Systems Command (NAVAIR), Naval Sea Systems Command (NAVSEA) and Space and Naval Warfare Systems Command (SPAWAR) program offices and their competencies, and external organizations such as the Federal Aviation Administration (FAA), North Atlantic Treaty Organization (NATO), and other Services.

#### 1.1 Background

The PMA-213 Air Traffic Management Systems, located at Patuxent River, Maryland, is responsible for Life Cycle Support and readiness of the Navy's Air Traffic Management Programs. PMA-213 plans to acquire Logistics Contractor Support Services (CSS) in order to maintain these programs in a state of readiness. This statement of work defines life cycle logistics management contractor services required to support the Naval Air Traffic Management Systems Program Office PMA-213 Product Support Manager (PSM) AIR-6.6.2.6, and related Naval Air Warfare Center Aircraft Division (NAWCAD) 6.6.2.6 logistics managers.

#### 2.0 APPLICABLE DOCUMENTS

- a) DoD 5000.02 Operation of the Defense Acquisition System
- b) MIL-STD-2549, Department of Defense Interface Standard Configuration Management Data Interface (30 Jun 1997)
- c) NAVAIR 00-25-100, Technical Manual Program, Naval Air Systems Command
- d) NAVAIR 00-25-300, Management and Procedures Manual, Naval Air Systems Command

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## Technical Directives System

- e) NAVAIRINST 5215.12 (Series), Naval Air Systems Command Technical Directives System
- f) SECNAVINST 4440.33A, Operating Material and Supplies Accountability and Control
- g) NAVAIRINST 4130.1 (Series), NAVAIR Configuration Management Policy

### 3.0 SCOPE REQUIREMENTS

The scope of this effort is to provide overarching and comprehensive logistic support services for PMA-213 Air Traffic Management Program Office Integrated Product Teams (IPTs), consisting of Air Traffic Control (ATC), Landing Systems (LS), and Combat Identification (CID). These services shall consist of participation in logistics planning and management, maintenance analyses, supportability assessments, and development of program documentation for air traffic management systems procurement, upgrades, modifications, sustainment and sundown programs. The contractor shall review engineering and logistics data for these systems to establish or revise the depth and scope of logistics requirements. The contractor shall analyze engineering change proposals (ECPs), Technical Directives (TDs), publication changes and related technical data to ensure all logistic support requirements are properly addressed consistent with known program constraints. The contractor shall perform the following:

#### 3.1 Development Phase of Logistics Life Cycle (RDT&E Funding)

The following tasks will be performed for PMA-213 programs in the development phase of the acquisition life cycle.

3.1.1 Prepare draft Life Cycle Sustainment Plans (LCSPs), Acquisition Logistics Support Plans (ALSPs), User Logistics Support Summaries (ULSS), Logistics Requirements Funding Summaries (LRFS), and other program related developmental logistics documentation requiring logistics inputs, and submit to the Government for review and further processing. Contract Data Requirements List (CDRL) A003 applies. (RDT&E)

3.1.2 Provide options and alternatives related to the development of logistics data requirements and deliverables specified in program systems development contracts; CDRLs and Data Items Descriptions (DIDs). CDRL A003 applies. (RDT&E)

3.1.3 Prepare, review, analyze, update, and manage equipment development-based Program Support Data (PSD) sheets to insure all acquisition and logistics requirements are identified and correct. Propose alternatives to correct any deficiencies identified on the PSDs. Participate at annual reviews within PMA-213, NAVAIR, and CNO. CDRL A003 applies. (RDT&E)

3.1.4 Prepare Business Case Analyses (BCAs) to be submitted to the Government for review and further processing, and participate in acquisition strategy development related to developmental systems. CDRL A003 applies. (RDT&E)

3.1.5 Identify and provide options/alternatives for Government consideration related to planning and determining source of repair and depot planning, including the compliance with

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regulatory and statutory requirements for organic capability and competition for designing and developing program sustainment. CDRL A003 applies. (RDT&E)

3.1.6 Conduct maintenance planning, design interface, training, technical documentation, supply support, support equipment, Item Unique Identification (IUID), Diminishing Manufacturing Sources and Material Shortages (DMSMS), and facilities for systems and equipment undergoing development. CDRL A003 applies. (RDT&E)

3.1.7 Provide design and development-related program administrative and management support related to monthly Cost, Schedule and Performance reviews, De-centralized Configuration Change Board (DCCB), Risk groups and boards, Process Action Teams (PATs), other PMA and higher command required activities, Program Management Reviews (PMRs), Supportability Reviews, and Integrated Logistics Assessments (ILAs). Prepare agendas, conference materials, minutes, and assigned action management/tracking at these activities. Propose options and alternatives for Government consideration related to logistics process ownership documentation, tools, applicability, accuracy, quality, compliance, update, and preparation of lessons learned. Interface with PMA-213 continuous process improvement staff, tools and databases, as well as other process owners which affect or are affected by logistics. CDRL A002 applies. (RDT&E)

3.1.8 Develop and update Life Cycle Cost (LCC), Reduction in Total Ownership Cost (RTOC) Management Plans and the Operations and Sustainment (O&S) Framework Initiatives. Provide inputs to RTOC analyses and development of resultant documentation as required. Analyze system life cycle and total ownership cost performance data and report results, trends and options/alternatives. Prepare and submit updates to LCC/RTOC program plans and technical information requirements, and provide associated reports. CDRL A003 applies. (RDT&E)

3.1.9 Provide inputs related to the development of applicable technical manuals; conduct research to identify technical manual identification numbers (TMINs) and National Stock Numbers (NSNs) for manuals under development; monitor fleet and support activity requisitions for technical manuals and identify shortfalls and backorders that require intervention for resolution. CDRL A003 applies. (RDT&E)

3.1.10 Provide liaison and coordination efforts on behalf of the Program office logistics organization with Fleet Units, NAWCAD 6.8, and NSDSA Logistics Element Manager (LEM) in the area of technical manual development and review. CDRL A003 applies. (RDT&E)

### 3.2 APN Funded Tasks

The following tasks will be performed for PMA-213 funded programs, where the task is driven by retrofit (modification) Engineering Proposals

3.2.1 Prepare draft Life Cycle Sustainment Plans(LCSP), Acquisition Logistics Support Plans(ALSP), User Logistics Support Summaries (ULSS), Logistics Requirements Funding Summaries (LRFS), and other program related acquisition documentation requiring logistics inputs, and submit to the Government for review and further processing. CDRL A003 applies. (APN)

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3.2.2 Participate in the technical review of aircraft identification equipment logistics data requirements and deliverables specified in program systems contracts; CDRLs and Data Items Descriptions (DIDs). CDRL A003 applies. (APN)

3.2.3 Prepare, review, analyze, update, and manage aircraft identification equipment Program Support Data (PSD) sheets to insure all acquisition and logistics requirements are identified and correct. Provide recommendations to correct any deficiencies identified on the PSDs. Provide support at annual reviews within PMA-213 and with NAVAIR and CNO. CDRL A003 applies. (APN)

3.2.4 Prepare and update aircraft identification equipment Business Case Analyses (BCA), and participate in acquisition strategy development related to the sustainment phase of life cycle logistics. CDRL A003 applies. (APN)

3.2.5 Identify options and alternatives for Government consideration related to aircraft identification equipment source of repair and depot planning, including compliance with regulatory and statutory requirements for organic capability, and competition for acquisition-related program sustainment. CDRL A003 applies. (APN and OPN)

3.2.6 Identify options and alternatives for Government consideration related to aircraft identification equipment maintenance planning, design interface, training, technical documentation, supply support, support of equipment, Item Unique Identification (IUID), mitigation review of Diminishing Manufacturing Sources and Material Shortages (DMSMS) for production obsolescence issues, and facilities. CDRL A003 applies. (APN)

3.2.7 Provide aircraft identification equipment administrative and management support related to monthly CSP review, De-centralized Configuration Change Board (DCCB), Risk groups and boards, Process Action Teams (PATs), other PMA and higher command required activities, PMRs, Supportability Reviews, and Integrated Logistics Assessment (ILA). Prepare agendas, conference material, minutes, and assigned action management/tracking at these events. Provide options and alternatives for Government consideration related to logistics process ownership documentation, tools, applicability, accuracy, quality, compliance, update, and preparation of lessons learned. Interface with PMA 213 continuous process improvement staff, tools and databases, as well as other process owners which affect or are affected by logistics. CDRL A002 applies. (APN)

3.2.8 Provide inputs for Government review and consideration related to the development and update of Life Cycle Cost, Reduction in Total Ownership Cost (RTOC) Management Plans, and O&S Framework Initiatives. Conduct RTOC analyses of aircraft identification equipment and draft required documentation to be submitted to the Government for review and further processing. Analyze system life cycle and total ownership cost performance data and report results, trends and recommendations. Provide updates to the LCC/RTOC program plans and technical information requirements and provide reports. CDRL A003 applies. (APN)

3.2.9 Provide inputs related to the production of aircraft identification equipment applicable technical manuals; conduct research to identify technical manual identification numbers (TMINS)

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and National Stock Numbers (NSNs) for manuals in production; monitor fleet and support activity requisitions for technical manuals, and identify shortfalls and backorders that require intervention for resolution. CDRL A003 applies. (APN)

3.2.10 Provide liaison and coordination efforts on behalf of the Program Office logistics organization with Fleet Units and NAWCAD 6.8 in the area of aircraft identification related to equipment technical manual production and distribution . CDRL A003 applies. (APN)

### 3.3 OPN Funded Tasks

The following tasks will be performed for PMA-213 programs in the production phase of the acquisition life cycle.

3.3.1 Prepare draft Life Cycle Sustainment Plans (LCSP), Acquisition Logistics Support Plans(ALSP), User Logistics Support Summaries (ULSS), Logistics Requirements Funding Summaries (LRFS), and other program related acquisition documentation requiring logistics inputs, and submit to the Government for review and further processing. CDRL A003 applies. (OPN)

3.3.2 Participate in the technical review of aircraft identification equipment logistics data requirements and deliverables specified in program systems contracts; CDRLs and Data Items Descriptions (DIDs). CDRL A003 applies. (OPN)

3.3.3 Prepare, review, analyze, update, and manage aircraft identification equipment Program Support Data (PSD) sheets to insure all acquisition and logistics requirements are identified and correct. Provide recommendations to correct any deficiencies identified on the PSDs. Provide support at annual reviews within PMA-213 and with NAVAIR and CNO. CDRL A003 applies. (OPN)

3.3.4 Prepare and update aircraft identification equipment Business Case Analyses (BCA), and participate in acquisition strategy development related to the sustainment phase of life cycle logistics. CDRL A003 applies. (OPN)

3.3.5 Identify options and alternatives for Government consideration related to aircraft identification equipment source of repair and depot planning, including compliance with regulatory and statutory requirements for organic capability, and competition for acquisition-related program sustainment. CDRL A003 applies. (OPN)

3.3.6 Identify options and alternatives for Government consideration related to aircraft identification equipment maintenance planning, design interface, training, technical documentation, supply support, support of equipment, Item Unique Identification (IUID), mitigation review of Diminishing Manufacturing Sources and Material Shortages (DMSMS) for production obsolescence issues, and facilities. CDRL A003 applies. (OPN)

3.3.7 Provide aircraft identification equipment administrative and management support related to monthly CSP review, De-centralized Configuration Change Board (DCCB), Risk groups and boards, Process Action Teams (PATs), other PMA and higher command required activities,

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PMRs, Supportability Reviews, and Integrated Logistics Assessment (ILA). Prepare agendas, conference material, minutes, and assigned action management/tracking at these events. Provide options and alternatives for Government consideration related to logistics process ownership documentation, tools, applicability, accuracy, quality, compliance, update, and preparation of lessons learned. Interface with PMA 213 continuous process improvement staff, tools and databases, as well as other process owners which affect or are affected by logistics. CDRL A002 applies. (OPN)

3.3.8 Provide inputs for Government review and consideration related to the development and update of Life Cycle Cost, Reduction in Total Ownership Cost (RTOC) Management Plans, and O&S Framework Initiatives. Conduct RTOC analyses of aircraft identification equipment and draft required documentation to be submitted to the Government for review and further processing. Analyze system life cycle and total ownership cost performance data and report results, trends and recommendations. Provide updates to the LCC/RTOC program plans and technical information requirements and provide reports. CDRL A003 applies. (OPN)

3.3.9 Provide inputs related to the production of aircraft identification equipment applicable technical manuals; conduct research to identify technical manual identification numbers (TMINS) and National Stock Numbers (NSNs) for manuals in production; monitor fleet and support activity requisitions for technical manuals, and identify shortfalls and backorders that require intervention for resolution. CDRL A003 applies. (OPN)

3.3.10 Provide liaison and coordination efforts on behalf of the Program Office logistics organization with Fleet Units and NAWCAD 6.8 in the area of aircraft identification related to equipment technical manual production and distribution . CDRL A003 applies. (OPN)

**3.4 Sustainment Phase of Logistics Life Cycle. (O&M,N Funded Tasks) The following tasks will be performed for PMA-213 funded programs in the sustainment phase of the acquisition life cycle.**

3.4.1 Provide logistics-related inputs for the periodic update to LCSPs, ALSPs, User Logistics ULSS, LRFS, and other sustainment program related documentation. CDRL A003 applies. (O&M,N)

3.4.2 Perform a technical review to evaluate new and revised ECP submissions for aircraft identification systems. Participate in the preparation of the logistics portion of proposed and revised change packages required for the DCCB. CDRL A003 applies. (O&M,N)

3.4.3 Track implementation of approved configuration changes to ensure that execution remains aligned to schedule and cost. Provide options and alternatives for resolving identified problem areas, initiating improvements, and document associated planning factors and impacts. Track monthly resource utilization to that which was planned and approved. Resources are defined as Government, Contractor services support labor and material charges, and product contractors. CDRL A003 applies. (O&M,N)

3.4.4 Participate in the review of sustainment data requirements and deliverables specified in

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program systems contracts; CDRLs and Data Items Descriptions (DIDs). CDRL A003 applies. (O&M,N)

3.4.5 Develop, review, analyze, update, and manage ECP-based PSD sheets to insure all acquisition and logistics requirements are identified and correct. Provide options and alternatives to be considered by the Government for correcting any deficiencies identified on the PSDs. Participate in annual reviews within PMA 213, NAVAIR, and CNO. CDRL A003 applies. (O&M,N)

3.4.6 Participate in the execution of source of repair and depot planning, including compliance with regulatory and statutory requirements for organic capability and competition for acquisition-related program sustainment, as well as BCAs and sustainment strategy updates. CDRL A003 applies. (O&M,N)

3.4.7 Provide technical evaluations and assessments, review, analysis and administrative documentation in the areas of existing system maintenance planning, training, technical documentation, supply support, material support of various equipment, IUID, DMSMS, and facilities. CDRL A003 applies. (O&M,N)

3.4.8 Provide administrative and management support for various events to include monthly legacy system CSP reviews, DCCBs, Risk groups and boards, PATs, other PMA and higher command required activities, PMRs, and Supportability Reviews. Prepare agendas, conference materials, minutes, and assigned action management/tracking at such events. Provide options and alternatives for Government consideration and possible implementation related to APML process ownership documentation, tools, applicability, accuracy, quality, compliance, update, and lessons learned. Interface with PMA-213 continuous process improvement staff, tools and databases, as well as other process owners which affect or are affected by logistics. CDRL A002 applies. (O&M,N)

3.4.9 Develop and maintain an active database listing of applicable technical manuals; research and identify TMINs and NSNs for manuals under development; monitor fleet and support activity requisitions for technical manuals, and identify shortfalls and backorders that require intervention for resolution. CDRL A003 applies. (O&M,N)

3.4.10 Provide liaison and coordination efforts on behalf of the Program Office logistics with Fleet Units, NAWCAD 6.8, and NSDSA LEM in the area of technical manual development, procurement, and distribution of publications. CDRL A003 applies. (O&M,N)

3.4.11 Coordinate with other functional disciplines to monitor, review, track, analyze and recommend corrective actions on all casualty and maintenance data reports. CDRL A003 applies. (O&M,N)

3.4.12 Perform logistics assessments of test measurement and diagnostics equipment, as it impacts fleet users in the areas of general purpose electronic test equipment and special purpose electronic equipment. CDRL A003 applies. (O&M,N)

3.4.13 Perform logistics assessment of sparing status and deficiencies for fielded systems. Track

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and report any deficiencies identified. CDRL A003 applies. (O&M,N)

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and report any deficiencies identified. CDRL A003 applies. (O&M,N)

#### 4.0 TASK REPORTING, PROGRESS, STATUS REPORTS

4.1. The contractor shall prepare and submit a Contractor's Progress, Status, and Management Report monthly as a supplement to Standard Form 1034 presented for payment for the efforts covered in this SOW. The report shall include the monthly status of all work performed by each employee working on this SOW/Contract, and all planned tasking and trips and shall be in accordance with CDRL A001.

4.2. The contractor shall prepare and submit a Contractor Funds Status Report as a supplement to Standard Form 1034 presented for payment for the efforts covered in this SOW. The report shall be in accordance with CDRL A004.

#### 5.0 PERSONNEL / FACILITY CONSTRAINTS

##### 5.1 Work Schedule

The contractor shall provide the required services and staffing coverage during normal working hours for the benefit of PMA-213. Normal working hours are usually 8.5 hours long (includes a 30-minute lunch break) and are 0730-1600 each Monday through Friday (except on legal holidays). Some supported Government offices have flexibility to start as early as 0600 and end as late as 1800 Monday through Friday. Daily start hours are flexible so long as they accommodate and meet logistics requirements for the IPT being supported. Services and staffing provided for each office shall be at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break).

5.1.1 Government Employees are permitted to voluntarily work a Compressed Work Schedule (CWS). CWS is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30- minute lunch) worked per week. Under a CWS schedule, an employee completes the following schedule within a two-week period of time: four consecutive weekdays at 9.5 hours each (which includes a 30- minute lunch), followed by one Friday of 8.5 hours (which includes a 30-minute lunch); then four consecutive weekdays at 9.5 hours each, followed by one Friday 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 following week. The Contractor awarded this contract, with agreement by the Contracting Officer's Representative (COR), 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.

##### 5.2 Place of Performance

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The place of performance will be primarily at the contractor's off-site facilities. Work space will be provided for one contractor employee assigned to support this effort at the Government's facility. The contractor will be required to access Government facilities in order to attend daily/weekly/monthly meetings as appropriate, collect data, and monitor processes. Work location for tasks to be performed under this contract shall be approximately 92% off-site (contractor's facility) and 8% on-site (Government facility). The contractor's facilities shall be within 30 miles of NAVAIRSYSCOM HQ.

## 6.0 MATERIAL

The Contractor may be required to provide material and supplies incidental to this support effort. The Contractor shall purchase miscellaneous supplies for report publication and dissemination and other equipment, and supplies and mailings in support of this effort as Other Direct Costs (ODC). The material expenses will be authorized by the COR, and only those material expenses having prior COR approval will be reimbursed to the contractor.

## 7.0 TRAVEL

The contractor shall be required to travel in order to perform under the conditions of this effort. All travel shall require prior authorization by the COR. Travel will be reimbursed in accordance with the Joint Travel Regulations.

## 8.0 NMCI ACCOUNTS

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

## 9.0 Incurred Cost and Progress Reporting:

In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred Cost and Progress Reporting for Services," CDRL A005, and related Incurred Cost and Progress Reporting for Services attachment 2.

## 10.0 SURVEILLANCE OF CONTRACTOR PERFORMANCE.

This contractor support services requirement is being defined through use of a non-performance based statement of work. The Government will evaluate the quality of services being provided by the contractor in accordance with the Surveillance Activity Checklist (Attachment 1).

## 11.0 QUALITY ASSURANCE

The contractor shall submit a management plan describing processes and procedures to ensure successful accomplishment of the SOW tasking. Please refer to ISO 9001:2000 as the standard for excellence in quality management. Documentation of certification to ISO 9001:2000 standards

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may be submitted in lieu of a narrative and will be considered as fully meeting the requirements.

Note: Either a formal management plan or ISO 9001:2000 certification may be submitted and shall satisfy the requirement.

## 12.0 Minimum Personnel Requirements

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

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

### Key Labor Categories

#### Sr. Logistics Analyst

12.3 Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

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

### 12.4 DEFINITIONS

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

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

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

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

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

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

#### 12.4.6 experience and years of experience

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

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

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

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

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

#### Senior Logistics Analyst (Key)

Functional Description: Provides guidance and supervision for logistics analysts supporting aircraft, weapon systems, training, or SE programs Conducts logistics, supportability, reliability,

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maintainability, and operational analyses and provides recommendations for tailoring, optimizing, and establishing logistics element requirements in support of aircraft, weapon systems, training, or SE programs. Provides recommendations for changes to site support including maintenance planning, phased support, manpower and personnel requirements, initial provisioning and material support, support equipment, training and training devices, technical data packaging, handling, storage and transportation, and facilities. Provides recommendations for the development of Life Cycle Cost (LCC) and Total Ownership Cost (TOC) Management Plans. Provides recommendations for the review and development of Maintenance Plans/Logistics Support Analysis (MP/LSA) records, maintenance tasks and Level of Repair (LOR) Analysis recommendations.

**Education:** BS or BA degree. **ALLOWABLE SUBSTITUTION:** An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

**Experience:** At least ten (10) years experience in acquisition Level of Repair Analysis (LORA), Maintenance Planning, Logistics Support/Supportability Analysis, Operational Availability analysis, or resource requirements analysis related to in-service support of DoD weapons systems. Life Cycle Costing experience desired. Four years experience supervising and directing at least three logistics analysts in the performance of comprehensive analyses across the spectrum of ILS elements, during a job assignment in an Acquisition Command or supporting an acquisition command.

#### Logistics Analyst

**Functional Description:** Provides support to Senior Logistics Manager and correspondingly to the Program Office APML/Deputies and LEMs across the full spectrum of ILS elements. Support SMEs for respective organizations, including IMRL, SE, P&P, Tech Data, etc. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

**Education:** BS or BA degree. **ALLOWABLE SUBSTITUTION:** An additional five (5) years of acquisition or operational logistics management experience may be substituted for a BS or BA degree.

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**Experience:** At least six (6) years of experience in operational logistics support/maintenance engineering, or Demonstrated Master Logistician (DML) plus three (3) years of recent experience in acquisition logistics/maintenance engineering. Three (3) years experience in technical analysis of operational ILS requirements. Three (3) years of specific experience in operational logistics planning. Experience or education demonstrating ability to perform ILS studies, analysis, and evaluations in support of DoD weapons systems/equipment. **ALLOWABLE SUBSTITUTION:** An MS or MA degree may be substituted for two (2) years of operations logistics experience.

#### Junior Logistics Analyst

**Functional Description:** Provide organizational support to functional logistics personnel, to include coordination, activation, implementation, and structural integrity of planned initiatives and contracture evolutions. Performs various tasks related to the development, operation, evaluation, and improvement of weapon systems supportability and/or maintainability programs and information systems. Works on logistics and maintainability programs and with logistics and maintenance control organizations on issues such as: technical evaluation and identification of weapons systems logistics requirements and resources; development of logistics support and maintainability programs or plans; systems acquisition requirements analysis; budgetary or financial analysis and control; life cycle cost analysis and control; weapons systems hardware and software standardization and compatibility; Integrated Logistics Support (ILS)/Reliability & Maintainability (R&M) program test and evaluation planning and execution; and, ILS/R&M program management analysis. Collects, compiles, analyzes, investigates, researches, or applies logistics, maintenance, acquisition, or financial data and information. Develops, modifies, prepares, or validates documentation in relation to automated logistics or maintenance data reporting systems, and management information systems.

**Education:** High School diploma or GED.

**Experience:** At least four (4) years of experience in conducting analytical studies applicable to ILS and demonstrated ability to conduct studies, analysis, or evaluations of DoD weapon Systems/equipment.

#### 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

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

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available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

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

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

#### C-TXT-ECMRA

#### REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

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

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

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The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

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## SECTION D PACKAGING AND MARKING

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: Arthur Pruett  
AIR-6.6.2.6  
Lexington Park, MD

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

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

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

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## SECTION E INSPECTION AND ACCEPTANCE

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

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

#### CLIN Inspection At Inspection By Inspection At Inspection By

7000	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7020	Destination	Government	Destination	Government
7030	Destination	Government	Destination	Government
7040	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7110	Destination	Government	Destination	Government
7120	Destination	Government	Destination	Government
7130	Destination	Government	Destination	Government
7140	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7210	Destination	Government	Destination	Government
7220	Destination	Government	Destination	Government
7230	Destination	Government	Destination	Government
7240	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7310	Destination	Government	Destination	Government
7320	Destination	Government	Destination	Government
7330	Destination	Government	Destination	Government
7340	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7410	Destination	Government	Destination	Government
7420	Destination	Government	Destination	Government
7430	Destination	Government	Destination	Government
7440	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9050	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9150	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9250	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9350	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9450	Destination	Government	Destination	Government

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/1/2014 - 11/30/2014
7010	8/1/2014 - 11/30/2014
7020	8/1/2014 - 11/30/2014
7030	8/1/2014 - 11/30/2014
7040	8/1/2014 - 11/30/2014
9000	8/1/2014 - 11/30/2014
9050	8/1/2014 - 11/30/2014

## CLIN - DELIVERIES OR PERFORMANCE

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

7000	8/1/2014 - 11/30/2014
7010	8/1/2014 - 11/30/2014
7020	8/1/2014 - 11/30/2014
7030	8/1/2014 - 11/30/2014
7040	8/1/2014 - 11/30/2014
9000	8/1/2014 - 11/30/2014
9050	8/1/2014 - 11/30/2014

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

7100	12/1/2014 - 11/30/2015
7110	12/1/2014 - 11/30/2015
7120	12/1/2014 - 11/30/2015
7130	12/1/2014 - 11/30/2015
7140	12/1/2014 - 11/30/2015
7200	12/1/2015 - 11/30/2016
7210	12/1/2015 - 11/30/2016
7220	12/1/2015 - 11/30/2016
7230	12/1/2015 - 11/30/2016
7240	12/1/2015 - 11/30/2016
7300	12/1/2016 - 11/30/2017
7310	12/1/2016 - 11/30/2017
7320	12/1/2016 - 11/30/2017
7330	12/1/2016 - 11/30/2017
7340	12/1/2016 - 11/30/2017

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7400	12/1/2017 - 11/30/2018
7410	12/1/2017 - 11/30/2018
7420	12/1/2017 - 11/30/2018
7430	12/1/2017 - 11/30/2018
7440	12/1/2017 - 11/30/2018
7500	12/1/2018 - 7/31/2019
7510	12/1/2018 - 7/31/2019
7520	12/1/2018 - 7/31/2019
7530	12/1/2018 - 7/31/2019
7540	12/1/2018 - 7/31/2019
9100	12/1/2014 - 11/30/2015
9150	12/1/2014 - 11/30/2015
9200	12/1/2015 - 11/30/2016
9250	12/1/2015 - 11/30/2016
9300	12/1/2016 - 11/30/2017
9350	12/1/2016 - 11/30/2017
9400	12/1/2017 - 11/30/2018
9450	12/1/2017 - 11/30/2018
9500	12/1/2018 - 7/31/2019
9550	12/1/2018 - 7/31/2019

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

The services to be performed herein shall be performed at the Government's facility (1 position) and the Contractor's Facility located in the proximity of Naval Air Station, Patuxent River, MD.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001 through A004, attached hereto, and the following:

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

- (1) PCO, Code 2.5.1.14, 21983 Bundy Road, Building 441, Patuxent River, MD 20670.
- (2) ACO, Code (to be specified at time of task order award)

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

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

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements

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(i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

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

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

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

46579 Expedition Dr  
Expedition IV Suite 301  
Lexington Park, MD 20653

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

### 11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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

Type of Document (contracting officer check all that apply)

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

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

Issue DODAAC	<u>N00421</u>
Admin DODAAC	<u>S2101A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>n/a</u>
Service Acceptor DODAAC	<u>N00421</u>
Service Approver DODAAC	<u>S2101A</u>

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Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA819</u>
LPO DODAAC	<u>n/a</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:
<u>arthur.pruett@navy.mil</u>

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact (to be determined at Task Order level.)

#### RA11 HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA)(JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract lien items, subline items identified.

(b) The following payment instructions apply to this contract:

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[ ] (1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

[ ] (2) Line item specific: sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

[ ] (3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office shall make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

[ ] (4) Line item specific: by fiscal year. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

[ ] (5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[ x ] (6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

[ ] (7) Contract-wide: sequential ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

[ ] (8) Contract-wide: contracting officer specified ACRN order. The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

[ ] (9) Contract-wide: by fiscal year. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

[ ] (10) Contract-wide: by cancellation date. The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[ ] (11) Contract-wide: proration. The payment office shall make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

[ ] (12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

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(a) The Contracting Officer has designated/appointed:

Name: Arthur Pruett  
 Code: AIR-6.6.2.6  
 Telephone: (301)737-2145

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

1. Conduct surveillance of contractor performance in accordance with this task order's Surveillance Activity Checklist (SAC).
2. Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.

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

#### **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be        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        Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately        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 - Expended LOE)

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

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

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

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

(b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to \* 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 requirements entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor

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

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

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

#### 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

Items	Allotted to	Allotted to	Estimated
	Cost	Fee	Period of Performance
7000	\$ :	\$ :	01 August 2014 - 30 November 2014
7010	\$ :	\$ :	01 August 2014 - 30 November 2014
7020	\$ :	\$ :	01 August 2014 - 30 November 2014
7030	\$ :	\$ :	01 August 2014 - 30 November 2014
9000	\$ :	\$ 0.00	01 August 2014 - 30 November 2014
9050	\$ :	\$ 0.00	01 August 2014 - 30 November 2014

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

(c) CLINs/SLINs 7000, 7010, 7020, 7030, 9050 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS OF COST" (FAR 52.232-20).

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

#### Funding Profile:

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

Base Year:

CLIN 7000

Total Cost Base Year: \$ \_\_\_\_\_

Funds this Action: \$ \_\_\_\_\_

Funds Available: \$ \_\_\_\_\_

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Balance Unfunded: -0-

**CLIN 7010**

Total Cost Base Year: \$  
 Funds this Action: \$  
 Funds Available: \$  
 Balance Unfunded: \$

**CLIN 7020**

Total Cost Base Year: \$  
 Funds this Action: \$  
 Funds Available: \$  
 Balance Unfunded: \$

**CLIN 7030**

Total Cost Base Year: \$  
 Funds this Action: \$  
 Funds Available: \$  
 Balance Unfunded: \$

**CLIN 9000**

Total Cost Base Year: \$  
 Funds this Action: \$  
 Funds Available: \$  
 Balance Unfunded: \$

**CLIN 9050**

Total Cost Base Year: \$  
 Funds this Action: \$  
 Funds Available: \$  
 Balance Unfunded: \$

Total funds available on the contract (Base Year) \$

### **5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract Attachment 2. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

**General:** The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and Attachment 2. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment 2 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

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- 1) Summary: An incurred cost summary shall be reported by completing the “Header” and “Invoice Summary” tabs included in Attachment 2.
- 2) Labor: Incurred costs for labor shall be reported by completing the “Invoiced Labor” tab, and, if applicable, the “If Individuals > Hourly Tripwire” tab included in attachment 2. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.
- 3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the “Invoice Summary” tab included in attachment 2. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: “No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause.”
- b) Progress: A description of progress made during the invoice period by labor category shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

#### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld by the PCO, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: The following contracting administration functions are being withheld by the PCO: FAR 42.302(a)(3), (4), (16), (24), (30), (31), (38), (39), (51), (58) and (67) or as delineated by Procuring Contracting Officer (PCO) correspondence.

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

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

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

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**Accounting Data**

SLINID	PR Number	Amount
700001	1300434071	
LLA :		
AB	1741319 Y4TD 251 00019 0 050120 2D 000000 A50002350899	
CIN	130043407100003	
700002	1300434071	
LLA :		
AC	1741319 Y544 251 00019 0 050120 2D 000000 A90002350899	
CIN	130043407100004	
701001	1300434071	
LLA :		
AD	1741506 Y5CS 251 00019 0 050120 2D 000000 A40002350899	
CIN	130043407100002	
702001	1300434071	
LLA :		
AE	1741810 Y2MP 251 00019 0 050120 2D 000000 B10002350899	
CIN	130043407100006	
702002	1300434071	
LLA :		
AF	1741810 Y2MT 251 00019 0 050120 2D 000000 B20002350899	
CIN	130043407100007	
703001	1300434071	
LLA :		
AA	1741804 4A4A 251 00019 0 050120 2D 000000 A00002350899	
CIN	130043407100001	
900001	1300434071	
LLA :		
AA	1741804 4A4A 251 00019 0 050120 2D 000000 A00002350899	
CIN	130043407100001	
900002	1300434071	
LLA :		
AD	1741506 Y5CS 251 00019 0 050120 2D 000000 A40002350899	
CIN	130043407100002	
900003	1300434071	
LLA :		
AB	1741319 Y4TD 251 00019 0 050120 2D 000000 A50002350899	
CIN	130043407100003	
900004	1300434071	
LLA :		
AC	1741319 Y544 251 00019 0 050120 2D 000000 A90002350899	
CIN	130043407100004	
900005	1300434071	
LLA :		
AE	1741810 Y2MP 251 00019 0 050120 2D 000000 B10002350899	
CIN	130043407100006	
900006	1300434071	
LLA :		
AF	1741810 Y2MT 251 00019 0 050120 2D 000000 B20002350899	
CIN	130043407100007	
905001	1300434071	
LLA :		
AA	1741804 4A4A 251 00019 0 050120 2D 000000 A00002350899	
CIN	130043407100001	

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**BASE Funding**  
**Cumulative Funding**

**MOD 01 Funding**  
**Cumulative Funding**

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment 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) as defined in FAR 2.101.

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

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

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

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

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

(e) Contracting restrictions.

[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

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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 three (3) 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-development 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 or their subsystems extends for a period of three (3) 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 more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(b)(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)

[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 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 three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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[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.

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

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

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

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

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

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS  
(NAVAIR) (MAY 2012)**

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

Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the 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 good 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

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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 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.

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

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Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

AIR 2.5.1.14  
 47123 Buse Road, Bldg 441  
 Patuxent River, MD 20670  
 (301) 995-4038

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

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that during the first 6 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.
- (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including

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Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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

- (a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".
- (b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.
- (d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 3 in Section J.
- (e) See Attachment 3 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.
- (f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 3 in Section J.

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)**

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

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

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

- (2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

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

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

[List Government material here. If none, then enter "NONE".]

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

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

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

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

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

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

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of

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any or all such property, either under this contract or any other contracts under which use of such property is authorized.

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## SECTION I CONTRACT CLAUSES

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

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

Arthur Pruett, AIR-6.6.2.6  
 arthur.pruett@navy.mil  
 46579 Expedition Dr.  
 Expedition IV Suite 301  
 Lexington Park, MD 20653  
 (301)737-2145

All losses are to have the permanent badges returned to (Security Officer, Naval Air Station, Patuxent River, MD) on the last day of the individual's task requirement.

### 09RA 52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

### 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

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

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"Covered subcontractor" means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

"Subcontract" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

Regulation Supplement 222.7404.

## 5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of

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a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

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## SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLs

Attachment 1 Surveillance Activity Checklist

Attachment 2 Incurred Cost and Progress Reporting for Services

Attachment 3 - NMCI Ordering Process